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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

In re:

LESLIE KLEIN,

Debtor and Debtor in Possession,

Case No. 2:23-bk-10990-SK

Chapter 11 Proceeding

**NOTICE OF MOTION AND MOTION
TO DISALLOW DEBTOR'S CLAIM OF
HOMESTEAD EXEMPTION
PURSUANT TO 11 U.S.C. § 522(q);
DECLARATION OF ERICA VAGO
AND REQUEST FOR JUDICIAL
NOTICE IN SUPPORT OF SAME**

Date: May 3, 2023
Time: 9:00 a.m.
Place: Courtroom 1575
U.S. Bankruptcy Court
255 E. Temple Street
Los Angeles, CA 90012

**TO THE HONORABLE SANDRA R. KLEIN, UNITED STATES BANKRUPTCY
JUDGE, THE DEBTOR AND HIS COUNSEL, AND ALL OTHER INTERESTED
PARTIES:**

PLEASE TAKE NOTICE that judgment creditors Erica and Joseph Vago (“Movants”) hereby files this motion (hereinafter, the “Objection”) to disallow the Debtor’s claim of exemption in the real property located at 322 N. June Street, Los Angeles, CA 90004 (the “Property”) in any

1 amount exceeding \$189,050.00 pursuant to Section 522(q) of the Bankruptcy Code. This
2 Objection is supported by the Request for Judicial Notice (“RJN”) annexed hereto.

3 **PLEASE TAKE FURTHER NOTICE** that any response to this Objection must be filed
4 and served no later than 14 days before the hearing on this Objection. *See* Local Bankruptcy Rule
5 (LBR) 9013-1(f). Failure to timely file a response to the Objection may be deemed as consent to
6 the Objection. *See* LBR 9013-1(h).

7
8 Date: April 11, 2023

GOE FORSYTHE & HODGES LLP

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10 By: /s/ Brandon J. Iskander
11 Robert P. Goe
12 Brandon J. Iskander
13 Attorneys for Creditors Joseph and Erica Vago
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MEMORANDUM OF POINTS & AUTHORITIES

Debtor has claimed a \$678,391.00 homestead exemption in the Property pursuant to California Code of Civil Procedure (“C.C.P.”) § 704.730 (“Homestead Exemption”) which must be disallowed as a matter of federal law. Section 522(q) operates to reduce any state law homestead exemption claim to \$189,050.00 where debtor owes a debt arising from “fraud, deceit, or manipulation in a fiduciary capacity.” 11 U.S.C. § 522(q)(1)(B)(ii). Debtor’s 341(a) concluded on March 13, 2023, and thus pursuant to FRBP 4003, this Motion is timely. Accordingly, Debtor’s homestead exemption claim must be disallowed.

I. STATEMENT OF FACTS

Movants knew Debtor for more than four decades as a fellow worshipper at temple before in 2012 retaining him as their attorney to assist in the administration of Erica Vago’s deceased brother’s estate and the handling of an inheritance due to her of approximately \$18 million. (See Vego Declaration attached hereto (“Vago Declaration”), and a true and correct copy of the Movants’ Third Amended Complaint (“TAC”) filed in *Vago, et. al v. Klein, et. al*, Case No. 20STCV25050 (“Case”) attached to the RJN annexed hereto as **Exhibit “1.”** Debtor held himself out to Movants as a tax attorney and accountant whose specialty was the administration of probate estates. As Movants’ attorney, Debtor advised Movants to invest the inheritance funds in life insurance policies. Relying on Debtor as their attorney, Movants wired to Debtor’s law firm’s trust account over \$12.4 million for investments, plus an additional \$6.5 million in funds which Debtor assured them would go to the charity of their choice. Debtor provided Movants with written memos through his law firm (Les Klein & Associates, Inc.), apprising Movants about the favorable status of their investments and the interest being earned. However, all of these statements were lies: Debtor did not “invest” in any life insurance policies and instead made non-recourse loans to various life insurance trusts. If the underlying policy ever lapsed, the policy payout was forfeited. In September 2019, Movants ultimately learned that Debtor, their attorney, had squandered their money and defrauded them out of millions of dollars.

On July 1, 2020, the Case was filed and on August 29, 2022, the Los Angeles Superior Court conducted a jury trial on the Movants claims. On September 15, 2022, the jury returned a special verdict against Debtor finding him liable to both Movants for intentional misrepresentations, concealment, financial abuse, and breach of fiduciary duty. A true and correct copy of the Judgment on Special Verdict (hereinafter “Judgment”) entered by the Los Angeles Superior Court on December 2, 2022, complete with the jury’s findings made on September 15, 2022 is attached to the RJN as **Exhibit “2.”**

A. The Jury’s Findings: False Representations, Concealment, and Elder Financial Abuse by Debtor in a Fiduciary Capacity

In the Judgment, the jury found that Debtor was someone who “owed . . . fiduciary duties to act with the utmost loyalty and honesty” to both Movants. (RJN, Ex. 2, at 11, 20.)

Concurrently, the jury specifically found that Debtor made a false representation of a fact to Erica Vago, that Debtor knew the representation was false when he made it or did so recklessly without regard for its truth, that Erica Vago reasonably relied on the representation, and her reliance on Debtor was a substantial factor in the harm caused to her, resulting in damages of \$8.3 million. (RJN, Ex. 2, at 4.) The jury made identical findings as to Joseph Vago but without an economic damage finding. (RJN, Ex. 2, at 13-14.)

The jury also found Debtor liable of concealment for intentionally failing to disclose a fact that Erica Vago did not know and could not have reasonably discovered, that Debtor did so with intent to deceive, that the omission was material,¹ and that Debtor’s concealment was a substantial factor in causing economic damages of an addition \$8.3 million. (See RJN, Ex. 2, at 5-6.) The jury made identical findings as to Joseph Vago but without an economic damage finding. (RJN, Ex. 2, at 14-16.)

¹ “3. Had the omitted information been disclosed, would Erica Vago reasonably have behaved differently? __X__ Yes” (RJN, Ex. 2, at 5.)

1 The jury also found Debtor liable for elder financial abuse for retaining Erica Vago's
2 money or property at a time when she was 65 years of age or older, that Debtor retained her
3 money or property for a wrongful use or with intent to defraud, harming her, and that Debtor's
4 conduct was a substantial factor in causing that harm, for economic damages of \$8.3 million.
5 (RJN, Ex. 2, at 9-10.)

6 In finding that Debtor made intentional misrepresentations to his clients, concealing
7 material information from them, and engaging in elder financial abuse, the jury also found that
8 Debtor breached his fiduciary duty to Movants and separately found that his conduct was
9 "outrageous." (RJN, Ex. 2, at 2, 11-12.)

10 **B. Debtor's Admissions Thus Far in this Bankruptcy**

11 In his Amended Schedules and Statements filed in the instant bankruptcy case on March 8,
12 2023, Debtor admitted that he owned over \$14 million of assets, even after valuing some of them
13 as Unknown, and that he has no dependents. A true and correct copy of the Debtor's Amended
14 Schedules and Statements filed as Docket No. 34 in In re Leslie Klein, Bankruptcy Case No. 2:23-
15 bk-10990-SK is attached to the RJN as **Exhibit "3."** Debtor also claimed a homestead exemption
16 of \$678,391 in the Property on Schedule C.

17 Debtor listed the Movant's Claims on Schedule D in the amount of \$24,880,721.51.

18 **II. ARGUMENT**

19 **A. Section 522(q) of the Bankruptcy Code Applies to Limit Debtor's Homestead**
20 **Exemption Claim When He Owes a Debt Arising from Fraud, Deceit, or**
21 **Manipulation as a Fiduciary**

22 Section 522(q) of the Bankruptcy Code provides in pertinent part:

23 (q)

24 (1) As a result of electing under subsection (b)(3)(A) to
25 exempt property under State or local law, a debtor may not
26 exempt any amount of an interest in property described in
27 subparagraphs (A), (B), (C), and (D) of subsection (p)(1)
28 which exceeds in the aggregate \$125,000 if—

...

(B) the debtor owes a debt arising from—

...
(ii) fraud, deceit, or manipulation in a fiduciary capacity or in connection with the purchase or sale of any security registered under section 12 or 15(d) of the Securities Exchange Act of 1934 or under section 6 of the Securities Act of 1933

11 U.S.C. § 522(q) (emphasis added). The Ninth Circuit Court of Appeals has held that as used in Section 522(p) of the Bankruptcy Code, “any amount of interest” means the ownership of real property. *Greene v. Savage (In re Greene)*, 583 F.3d 614, 624 (9th Cir. 2009). In sum, if a debtor seeks to exempt his/her ownership of a residence under state law, and owes a debt arising from fraud, deceit, or manipulation in a fiduciary capacity, federal law nevertheless limits the exemption to an inflation-adjusted \$125,000 set by the Judicial Conference.²

B. Debtor Committed Fraud as a Fiduciary to the Movants

Pursuant to Cal. Civ. Code § 3294(c)(3) (emphasis added), fraud is defined as “an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury.”

Here, the jury specifically found Debtor separately liable for both intentional misrepresentation and concealment of a material fact with injuries sustained by Erica Vago of \$8.3 million.

Debtor may contend that he disputes liability and has filed an appeal of the Case. However, exemptions are fixed on the Petition Date, and on the Petition Date, Debtor owed debts arising from his fraud as a fiduciary to the Movants. *See Gebhart v. Gaughan (In re Gebhart)*, 621 F.3d 1206, 1211 (9th Cir. 2010) (“what is frozen as of the date of filing the petition is the value of the debtor's exemption”).

² The Section 522(q) cap was adjusted by the Judicial Conference of the United States on April 1, 2022 to \$189,050. 87 F.R. 6625.

1 **C. Debtor Engaged in Manipulation as a Fiduciary**

2 As noted in one of the first cases to interpret Section 522(q), *In re Presto*,³ “manipulation”
3 is not a term that is defined either in the Bankruptcy Code or any state common law. *In re Presto*,
4 376 B.R. 554, 597 (Bankr. S.D. Tex. 2007). However, in connection with a claim by a disgruntled
5 ex-spouse that Mr. Presto concealed the existence of a tax refund that she might otherwise have a
6 right to, the Texas bankruptcy court analyzed the term as follows:

7
8 The most applicable dictionary definition of manipulation is "to change by artful or
9 unfair means so as to serve one's purpose." MERRIAM-WEBSTER'S
10 COLLEGIATE DICTIONARY 706 (10th Ed. 2001). This definition establishes a
11 much lower standard of proof than common law fraud, and the facts described above
12 under the fraud analysis also satisfy manipulation. Concealing the existence of the
13 tax refund from Evelyn Presto in violation of the terms of the Divorce Decree
14 serving one's own purpose by "unfair means." The Debtor did not send Evelyn Presto
the money because, as he testified, he was unhappy about giving so much money to
his ex-wife, or, as evidenced by his Wells Fargo account statements, he had already
spent the funds and could not afford to send her a check for that amount. Both
circumstances would serve the Debtor's own purpose. Thus, the Court finds that the
Debtor's concealment was manipulation in a fiduciary capacity.

15 *Id.* at 597-98. Under this standard, Debtor undoubtedly engaged in manipulation because the jury
16 found that he retained Erica Vago’s inheritance funds for a wrongful use or intent to defraud, that

17
18 ³ *In re Presto* involved the bankruptcy of a former Enron executive in Texas, a state that permits debtors to claim an
19 unlimited homestead exemption. While the legislative history of Section 522(q) is scarce, there are some indications
20 in the Congressional Record that Section 522(q) was intended to prevent ousted executives from taking advantage of
generous state law exemptions. See House Judicial Committee Report on the Bankruptcy Abuse Prevention and
Consumer Protection Act of 2005, Dissenting Views, Additional Dissenting Views, and Additional Minority Views,
H.R. Rep. No. 109-3, pt. 1, at 594-95:

21 The debtor owes a debt arising from a violation of the Federal or State securities laws; fraud, deceit or
22 manipulation in a fiduciary capacity or in connection with the purchase or sale of any security
23 registered under section 12 or 15(d) of the Securities Exchange Act of 1934, or section 6 of the
24 Securities Act of ‘‘1933; any civil remedy under 18 U.S.C. 1964 [the RICO statute]; any criminal act,
25 intentional tort, or willful or reckless misconduct that caused serious physical injury or death to
26 another individual in the preceding 5 years. The last clause does not include simple negligence
27 resulting in serious physical injury or death. This reflects a concern among some proponents of the
28 bill that doctors whose malpractice caused serious physical injury or death not lose their unlimited
homestead exemption. The limitations due to securities violations and the RICO judgments were
added in response to concerns that former Enron Chairman Kenneth Lay would be entitled to an
unlimited homestead exemption in his native Texas should he file for bankruptcy. Mr. Lay has not,
however, filed for bankruptcy, and it is not yet clear whether he will be found by a court to have run
afoul of any of the enumerated offenses.

1 his conduct was a substantial cause of Erica Vago's loss of \$8.3 million. (RJN, Ex. 2, at 9-10.)
2 As a fiduciary, Debtor had a duty to hold the funds safe for his clients and return them upon
3 request. Debtor did the opposite and retained the funds for himself. Accordingly, Debtor
4 manipulated his attorney-client relationship to commit elder financial abuse.

5 **D. Debtor is Not Entitled to a Homestead Exemption in any amount exceeding**
6 **\$189,050**

7 Section 522(q) contains a savings clause as follows: "Paragraph (1) shall not apply to the
8 extent the amount of an interest in property described in subparagraphs (A), (B), (C), and (D) of
9 subsection (p)(1) is reasonably necessary for the support of the debtor and any dependent of the
10 debtor." 11 U.S.C. § 522(q)(2). As noted previously, there are not many cases interpreting
11 Section 522(q), but as was noted in *In re Presto*, "reasonably necessary for the support of the
12 debtor or any dependent of the debtor" means that after taking into account "other income and
13 exempt property of the debtor, present and anticipated, . . . the appropriate amount to be satisfied
14 for the debtor ought to be sufficient to sustain basic needs, not related to his former status in
15 society or the lifestyle to which he is accustomed, but taking into account the special needs of the
16 debtor." *In re Presto*, 376 B.R. 554, 598 (Bankr. S.D. Tex. 2007).

17 The provision "reasonably necessary for the support of the debtor or any dependent" is far
18 from unknown in California. For example, California Code of Civil Procedure § 704.140 provides
19 that "an award of damages or a settlement arising out of a personal injury is exempt to the extent
20 necessary for the support of the judgment debtor and the spouse and dependents of the judgment
21 debtor." Cal. Civ. Proc. Code § 704.140(b). The Ninth Circuit BAP has held that in determining
22 whether an exemption amount is reasonably necessary, the Court should examine: "the debtor's
23 present and anticipated living expenses and income; the age and health of the debtor and his or her
24 dependents; the debtor's ability to work and earn a living; the debtor's training, job skills and
25 education; the debtor's other assets and their liquidity; the debtor's ability to save for retirement;
26 and any special needs of the debtor and his or her dependents." *Roberts v. Pomeroy (In re*

1 *Pomeroy*), 2017 Bankr. LEXIS 1116, *9 (B.A.P. 9th Cir. April 24, 2017) (citing *Moffat v.*
2 *Habberbush (In re Moffat)*, 119 B.R. 201 (B.A.P. 9th Cir. 1990)).

3 Here, whether the standard is “basic needs” or a multi-factor test to determine how
4 otherwise well off the Debtor is, the result is the same. As Debtor admitted on his Amended
5 Schedules (Docket No. 34), Debtor owns or has an interest in over \$14 million of property,
6 including a 5% interest in a life insurance policy business with a value of “Unknown.” (RJN, Ex.
7 4, at 11, 14.) Moreover, Debtor admitted that he has no dependents. (RJN, Ex. 4, at 34.) Thus, it
8 is a very simple question with a very easy answer whether Debtor who owns \$14 million of
9 property needs a homestead exemption exceeding \$189,050 for his support. The answer is simply:
10 No. The same result occurs under the *Moffat* factors: (1) Debtor is an attorney who earns nearly
11 \$18,000 per month and although his net income is currently negative, he admitted that he intends
12 to sell his various rental properties to reduce his current liabilities; (2) there is no evidence that
13 Debtor’s age or health prevents him from continuing his law practice and Debtor admitted he has
14 no dependents; (3) Debtor is an attorney, which is a highly skilled and lucrative profession; (4)
15 Debtor has significant investment holdings, which indicates that he is already capable of saving
16 for retirement, and (5) there is no evidence that Debtor has any special needs requiring him to
17 retain any more than \$189,050 from the Property. Movants submit that the *Moffat* factors were
18 directed to show compassion to truly indigent debtors, not attorneys who have been found to have
19 defrauded their clients of millions of dollars.

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1 **III. CONCLUSION**

2 **WHEREFORE**, based upon the foregoing, Movants respectfully requests the Court enter
3 an Order that (i) disallows the Debtor's Homestead Exemption in any amount exceeding \$189,050
4 and (ii) grants any other relief that the Court deems just and proper under the circumstances of this
5 case.

6 Respectfully submitted,

7 Dated: April 11, 2023

GOE FORSYTHE & HODGES LLP

8
9 By: /s/ Brandon J. Iskander

10 Robert P. Goe

Brandon J. Iskander

11 Attorneys for Movants Erica Vago and Joseph
12 Vago
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DECLARATION OF ERICA VAGO

I, Erica Vago, am a judgment creditor of the Debtor's and one of the Movants seeking that the Court disallow Debtor's homestead exemption. Except where otherwise stated, I have personal knowledge of the facts set forth below. I make this declaration in support of our Motion to Disallow Debtor's Claim of Homestead Exemption ("Motion"), to which this declaration is attached. Unless otherwise defined herein, all terms have the same meanings as they do in the Motion.

1. I have reviewed the Statement of Facts set forth in the Motion, as well as the exhibits attached hereto. They are all true and correct based on my personal knowledge.

2. I knew Debtor for more than four decades as a fellow worshipper at my temple before in 2012 retaining him as our attorney to assist in the administration of my deceased brother's estate and the handling of an inheritance due to me of approximately \$18 million.

3. Debtor held himself out to me as a tax attorney and accountant whose specialty was the administration of probate estates. As our attorney, Debtor advised me to invest the inheritance funds in life insurance policies. Relying on Debtor as our attorney, I wired to Debtor's law firm's trust account over \$12.4 million for investments, plus an additional \$6.5 million in funds which Debtor assured me would go to the charity of my choice. Debtor provided me with written memos through his law firm (Les Klein & Associates, Inc.), apprising me about the favorable status of our investments and the interest being earned. However, all of these statements were lies: Debtor did not "invest" in any life insurance policies and instead made non-recourse loans to various life insurance trusts. If the underlying policy ever lapsed, the policy payout was forfeited. In September 2019, I ultimately learned that Debtor, my attorney, had defrauded me out of millions of dollars.

4. On July 1, 2020, I filed the Vago v. Klein, et al. Case.

5. On August 29, 2022, the Los Angeles Superior Court conducted a jury trial on the claims of my husband and me.

REQUEST FOR JUDICIAL NOTICE

Federal courts may take judicial notice of facts which are “capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.” Federal Rule of Evidence 201(c)(2). This includes proceedings in other courts, both within and without the federal judicial system, if those proceedings have a direct relation to the matters at issue. *U.S. ex rel. Robinson Rancheria Citizens Council v. Borneo, Inc.*, 971 F.2d 244, 248 (9th Cir. 1992). The court may also take judicial notice of undisputed facts that are contained in extrinsic materials, such as public land records. *See Mir v. Little Co. of Mary Hosp.*, 844 F.2d 646, 649 (9th Cir. 1988). Based on the foregoing, Movants request the Court take judicial notice of the following:

1. A true and correct copy of the Movants’ Third Amended Complaint (“TAC”) filed in *Vago, et. al v. Klein, et. al*, Case No. 20STCV25050 (“Case”) is attached hereto and incorporated herein as **Exhibit “1.”**

2. A true and correct copy of the Judgment on Special Verdict entered by the Los Angeles Superior Court on December 2, 2022 in the Case is attached hereto and incorporated herein as **Exhibit “2.”**

3. A true and correct copy of the Debtor’s Amended Schedules and Statements filed as Docket No. 34 in *In re Leslie Klein*, Bankruptcy Case No. 2:23-bk-10990-SK is attached hereto and incorporated herein as **Exhibit “3.”**

Respectfully submitted,

Dated: April 11, 2023

GOE FORSYTHE & HODGES LLP

By: /s/ Brandon J. Iskander

Robert P. Goe

Brandon J. Iskander

Attorneys for Movants Erica Vago and Joseph Vago

EXHIBIT 1

EXHIBIT 1

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7

FILED
Superior Court of California
County of Los Angeles

04/08/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: P. Cortez Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
10

11 JOSEPH VAGO and ERICA VAGO,

12 Plaintiffs,

13 v.

14 LESLIE KLEIN, an individual; LES KLEIN
& ASSOCIATES, INC., a corporation;
15 KENNETH KOLEV KLEIN, an individual;
and DOES 1-25,
16

17 Defendants.
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CASE NO. 20STCV25050

THIRD AMENDED COMPLAINT FOR:

- (1) **BREACH OF FIDUCIARY DUTY;**
- (2) **FRAUD (INTENTIONAL MISREPRESENTATION; FRAUDULENT INDUCEMENT; FALSE PROMISE);**
- (3) **SECURITIES FRAUD;**
- (4) **NEGLIGENT MISREPRESENTATION;**
- (5) **CONVERSION;**
- (6) **PROFESSIONAL NEGLIGENCE;**
- (7) **UNLAWFUL BUSINESS PRACTICES;**
- (8) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
- (9) **FINANCIAL ELDER ABUSE;**
- (10) **ACCOUNTING; AND**
- (11) **CONSPIRACY TO COMMIT FRAUD.**

[DEMAND FOR JURY TRIAL]

1 Plaintiffs Erica Vago and Joseph Vago (“Plaintiffs” or the “Vagos”) hereby allege in their
2 Complaint against Defendants Leslie Klein (“Klein”); Les Klein & Associates, Inc.; and Kenneth
3 Kolev Klein (collectively “Defendants”) as follows:

4 **SUMMARY OF THE ACTION**

5 1. The Vagos knew Klein for more than four decades before getting involved with
6 him on a professional level. The Vagos and Klein are Orthodox Jews and they attended the same
7 temple at various times.

8 2. In October 2012, Erica’s brother Robert Schweitzer passed and left her nearly \$18
9 million. The inheritance was located in a foreign bank account. The Vagos had never dealt with
10 anything like this before. They were not experienced in matters relating to taxation, probate, or
11 financial planning. They needed help.

12 3. Klein saw an opportunity and pounced. Klein held himself out to be a jack of all
13 trades. He told the Vagos he was an attorney, accountant, and financial planner. From the outset,
14 Klein created a tangled web of professional and personal relationships with the Vagos that was
15 designed to extricate their money from them. Klein exploited the Vagos’ age, trust, and common
16 faith to steal their fortune out from under them. And he did so when they were most vulnerable,
17 grieving the loss of Erica’s uncle and brother. Klein used deception, outright lies, and faux-
18 appeals to religious authority to effect and conceal his fraud for years. Klein even used his son
19 Kenneth—also a lawyer—to help maintain his swindle. But now the jig is up. After enduring
20 eight years of lies and deception—and losing \$11 million—the Vagos discovered Klein to be a
21 conman and a thief. It is time for him to atone.

22 4. Just days following Robert’s passing, the Vagos were home sitting Shiva to mourn
23 his loss. Klein came by ostensibly to pay his respects. He instead offered his services an attorney
24 and accountant. The Vagos knew they might need help, so they arranged to meet Klein.

25 5. About a week later, the Vagos met with Klein to discuss Robert’s estate. The
26 Vagos had learned in the meantime that Erica had inherited more than \$18 million from her
27 brother, located in a foreign bank account. The Vagos did not know what to do. This situation
28

1 was new to them. But they hoped Klein could help. At the meeting, the Vagos told Klein about
2 Erica's inheritance. He pounced.

3 6. Klein initiated his fraudulent scheme right then and there. He told the Vagos that
4 this type of thing was his "specialty." Klein claimed that as a tax attorney and CPA, he took care
5 of this type of issue for his clients "all the time." Klein offered to deal with the estate tax return
6 and any related affairs as well. And he would figure out the best way to repatriate Erica's
7 inheritance. Relieved that their friend could guide them through this time, the Vagos gave Klein a
8 \$7,000 retainer check that day.

9 7. In the Vagos' next meeting with Klein, he outlined a financial plan to repatriate and
10 invest Erica's inheritance. He said they should invest the money in life insurance policies. These
11 were "just like cash" and much smarter to hold than stocks or bonds. Klein named several
12 prominent members of the Jewish Community for whom he supposedly made similar investments.
13 He said his sister-in-law had invested in such policies. Klein even said the Grand Rabbi in New
14 York told him personally this was a proper strategy.

15 8. But first, Klein said, Erica would have to wire the money to LK&A's client trust
16 account. Klein would arrange the life insurance investments from there. If the Vagos needed any
17 of the inheritance for themselves, Klein would provide them funds from the client trust account.
18 When Erica said she wanted to donate a portion of the inheritance to charity, Klein said he would
19 set up a foundation for that purpose.

20 9. Trusting their friend, the Vagos agreed. Over the next few years, Erica wired more
21 than \$12.4 million of her inheritance to the LK&A client trust account, and sent the rest to Klein's
22 charitable foundation. Klein then purportedly invested \$6.5 million of those funds in life
23 insurance trusts. In regular meetings at the Vagos' home, Klein provided formal memos from his
24 law firm outlining how well the investments were doing. In person and through these memos,
25 Klein conveyed that the Vagos' investments were earning millions of dollars in interest. But it
26 was all a fraud.

27 10. Klein did not "invest" in life insurance policies. Instead, he made non-recourse
28 loans to various life insurance trusts. These trusts each owned a stranger's life insurance policy or

1 policies. In return, the Vagos got non-recourse promissory notes from the trusts, promising
2 payment with interest upon the death of the policyholder. If the specified underlying insurance
3 policy ever lapsed, the Vagos would lose their “investment” entirely. These instruments were
4 worth almost nothing to the Vagos, who were both over 60 years old when they received them.
5 Even if these were legitimate investments, the Vagos would likely never get their money back.
6 They would need to outlive the insureds in order to see a cent of their investment. What’s more,
7 Klein said the Vagos had to pay hundreds of thousands of dollars annually to help pay premiums
8 on the policies. And Klein listed himself as the trustee for each of the trusts the Vagos “invested”
9 in. The entire structure of these “investments” was designed to defraud the Vagos.

10 11. But all the Vagos knew was what their friend and fiduciary Klein explained, both in
11 formal memos and face-to-face in their dining room. In 2019, Klein told the Vagos that the life
12 insurance “investments” had earned \$6 million in interest alone. Then Klein’s scheme unraveled.

13 12. In September 2019, Erica asked Klein for \$1 million from the client trust account.
14 This was a small portion of the inheritance, especially given the supposed earnings from the
15 Vagos’ life insurance investments. And Klein had given Erica funds from her inheritance upon
16 request before, so why should now be different? But it was. For the first time in seven years,
17 Klein said “no.” And then he delivered more bad news: all the interest the life insurance policies
18 had earned was gone.

19 13. This made no sense to the Vagos. Klein had come to their home several times each
20 year since 2012 to explain how well the investments were doing. They had memos on law firm
21 letterhead outlining each investment’s earnings. How could they disappear overnight? The only
22 explanation turned out to be the true one: Klein was lying all along. Erica demanded her money
23 back. Klein refused. And he refuses to this day. The Vagos ultimately came to the only
24 reasonable conclusion: that their friend of more than a decade a swindled them out of millions of
25 dollars.

26 **THE PARTIES, JURISDICTION, AND VENUE**

27 14. Plaintiffs Joseph Vago and Erica Vago are individuals who reside in Los Angeles
28 County, California.

1 15. Defendant Leslie Klein is and at all relevant times was an individual domiciled in
2 the County of Los Angeles and is a citizen of the State of California.

3 16. Les Klein & Associates, Inc. ("LK&A") is a California professional law
4 corporation with a principal place of business in Los Angeles County, California. Klein is the sole
5 member and founding attorney of Les Klein & Associates, Inc. On information and belief,
6 Plaintiffs allege that some of the wrongful acts complained of herein were committed by Klein,
7 acting on behalf LK&A, or were committed by employees, representatives or agents of Defendant
8 LK&A. To the extent Klein committed wrongful acts by or through LK&A, LK&A is not only
9 directly liable to Plaintiffs but is also liable for the acts of Defendant Klein alleged in this
10 Complaint as his alter ego. Plaintiffs are informed and believe, and based thereon allege, that
11 recognition of the privilege of separate existence of Klein and LK&A would promote injustice
12 because of any or all of the following reasons: Defendant Klein dominated and controlled
13 Defendant LK&A by commingling funds and other assets of his and LK&A's for his own
14 convenience, by diverting funds and other assets of LK&A to non-company uses, and by failing to
15 adequately capitalize Defendant LK&A; Defendant LK&A is a mere shell, instrumentality, or
16 conduit for Klein's personal business; and by other actions according to proof.

17 17. On information and belief, Defendant Kenneth Kolev Klein is and at all relevant
18 times was an individual domiciled in the County of Los Angeles and is a citizen of the State of
19 California.

20 18. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
21 participation in the conduct herein alleged of the defendants sued herein as DOES 1 through 25,
22 inclusive, but on information and belief allege that said defendants are legally responsible to them.
23 Plaintiffs will amend this Complaint to allege the true names and capacities of DOES 1 through 25
24 when ascertained.

25 19. This Court has jurisdiction over the claims alleged herein because Plaintiffs seek
26 relief pursuant to the laws of the State of California and the amount in controversy exceeds
27 \$25,000, and Defendants are subject to the personal jurisdiction of this Court.

28

20. Venue in Los Angeles Superior Court is proper because the individual Defendants reside in Los Angeles County, and the corporate Defendants have their principal place of business in Los Angeles County.

GENERAL ALLEGATIONS

A. Klein Develops a Decades-Long Friendship with Plaintiffs

21. Joseph first met Klein in 1970 at Temple Chassam Sofer in Los Angeles, where both were congregants. As members of Los Angeles's small Orthodox Jewish community, they began a friendship centered around Temple and religious celebrations.

22. Over the years, theirs expanded into a family friendship. Klein and his wife had four children in the 1970s, then Joseph married Erica in 1982, and the Vagos had a daughter.

23. When the Vagos moved to a different area of Los Angeles and changed synagogues in 1982, the friendship continued. The Vagos would regularly see the Kleins at Shabbat dinners and other religious events. When the Klein or Vago children had a Bar or Bat mitzvah, the other family attended. When the Klein or Vago children had an engagement party, the other family went. And when the Klein or Vago children got married, the other family was invited.

24. Klein was one of relatively few Orthodox Jewish attorneys in the Los Angeles area when he began practicing law in the 1970s. And he used this distinction to garner trust within the Orthodox Community. But until 2012 and the events giving rise to this case, the Vagos never used him as an attorney. Klein was a friend and a fellow religious community member.

B. Klein Approaches the Vagos While Erica Grieved Her Brother

25. 2012 and 2013 were tough years for Erica. In June 2012, she lost an uncle with whom she was close. Then in October 2012, she lost her brother. A few months later, in July 2013, her mother passed. Erica and Joseph had to deal with three lost loved ones and three estates in short succession. It was in this vulnerable time that Klein struck.

26. Erica's brother, Robert Schweitzer, died on October 3, 2012, and willed the bulk of his estate to Erica. Robert's estate included roughly \$18 million in a foreign bank account.

27. A few days following Robert's death, the Vagos were at their home sitting Shiva, as is Jewish tradition. Klein arrived at the Shiva to pay his respects, or so the Vagos thought.

1 Klein immediately offered his services as a lawyer and accountant. He said he could handle any
2 issues that might come up with Robert's estate. The Vagos agreed to let their longtime friend and
3 attorney give them counsel during this difficult time. They arranged to meet the following week.

4 C. **Klein Convinces the Vagos to Let Him Invest Erica's Inheritance in Life**
5 **Insurance Policies**

6 28. About a week later, the Vagos and Klein met to discuss Robert's estate. Erica
7 learned before the meeting that Robert had left her more than \$18 million, located in a foreign
8 bank account. The Vagos did not know how to handle this situation, but they hoped their friend
9 could help. At the meeting, Erica told Klein about the inheritance. Klein pounced.

10 29. Klein said this issue was his "specialty." He told Erica that as a lawyer, CPA, and
11 financial adviser, he took care of this type of thing for clients "all the time." He would deal with
12 the will. He would prepare the estate tax returns. He would figure out the best way to repatriate
13 the money. He would even set up investments for the money once the Vagos got it.

14 30. The Vagos were convinced. They agreed to let their longtime friend and attorney
15 guide them through this unfamiliar territory. Erica wrote Klein a \$7,000 check that day for the
16 services he promised to provide.

17 31. At their next meeting, Klein presented the Vagos with his plan for repatriating
18 Erica's inheritance. Klein recommended that the Vagos invest the inheritance in life insurance
19 policies. Klein explained the safety and benefits of this strategy. He said that each investment
20 would garner 10 to 12% interest each year, plus a premium on the principle in some cases, all to
21 be paid when they cashed out. And Klein emphasized how simple cashing out would be. He
22 advised that investments in these policies were "just like cash." He promised the Vagos could
23 "sell them for cash any time [they] wanted."

24 32. Klein added that the best way to effect the transaction would be to wire the money
25 to the LK&A client trust account. Klein would then invest the money from his firm's client trust
26 account into life insurance policies. When the Vagos mentioned they wanted to donate substantial
27 sums to charity, Klein suggested they wire the money to the EKLK Foundation, which Klein set
28

1 up and controlled. Klein said the ECLK Foundation would then distribute funds to charities the
2 Vagos chose.

3 33. Finally, Klein said that if the Vagos wanted cash from Erica's inheritance for
4 themselves, they should ask him for it. He would write them a check from the client trust account.

5 34. The Vagos had not previously heard of Klein's investment strategy, so Klein
6 reassured them. He said he facilitated the same type of transactions for "all my clients." He
7 named acquaintances for whom he had set up life insurance investments, including Klein's sister-
8 in-law. He said he invested his own money and his family's money in life insurance policies.
9 Klein added that prominent tax attorneys and accountants "in Century City" confirmed to him that
10 this was a safe and proper strategy.

11 35. Klein also used their shared faith to further gain the Vagos' trust and blind them to
12 his scheme. Klein claimed to have invested in life insurance policies for several prominent
13 members of the Jewish community. He named specific members for whom he had supposedly
14 carried out this strategy, including his sister-in-law. Klein pointed out one member that invested
15 \$60 million in life insurance policies with him. As icing on the cake, Klein stated that he spoke
16 with the Grand Rabbi in New York, who explicitly approved these types of transactions.

17 **D. Klein Obtains Erica's Inheritance and Claims to "Invest" \$8.3 Million in**
18 **Strangers' Life Insurance Policies**

19 36. After the Vagos' second meeting with Klein, Erica followed her trusted attorney's
20 instructions. Over the next four years, Erica arranged more than \$15 million in wire transfers from
21 the foreign bank account holding her inheritance. She made each transfer at Klein's direction and
22 to accounts Klein controlled.

23 37. About \$12.4 million went to the LK&A client trust account, and the rest went to
24 Klein's ECLK Foundation.

25 38. As the money came in, Klein represented to the Vagos that he was executing the
26 investment strategy he had convinced them to follow. Klein told the Vagos he was investing
27 much of Erica's inheritance in life insurance policies. These life insurance "investments" turned
28

1 out to be egregiously improper for the Vagos, especially in light of Klein's promises about their
2 safety and liquidity.

3 39. The life insurance "investments" were not really investments; they were non-
4 recourse loans to irrevocable life insurance trusts. Each life insurance trust purportedly contained
5 a life insurance policy or policies—on the life of a complete stranger to the Vagos—which served
6 as the sole security for the Vagos' loan. The principal and interest on each loan were not due until
7 the death of the policyholder. For Erica and Joseph—who were respectively 59 and 61 when
8 Robert passed—this term rendered the loans almost valueless. They did not know when—if
9 ever—the loans would become due.

10 40. And what if the policyholder stopped paying premiums? The provisions on this
11 term were especially perverse. If the policyholder defaulted, that would constitute a default on the
12 Vagos' loan. What could the Vagos recover if the borrower defaulted? Just one asset: the lapsed
13 insurance policy. In other words, nothing. The Vagos could get paid upon death of the
14 policyholder should they outlive that person, or not at all. These ill-advised, illiquid assets were
15 not the safe, liquid investments—"just like cash"—that Klein promised the Vagos.

16 41. There was more. The Vagos did not know the policyholders for the policies
17 backing each life insurance trust, but they knew the trustee for each: Leslie Klein. Each
18 "investment" was memorialized in a non-recourse promissory note, and Klein signed each one on
19 behalf of the life insurance trust borrower as its trustee. Klein thereby represented both sides of
20 the transaction. He was the borrower and lender for each loan. Klein never disclosed he was
21 doing this, and the Vagos certainly never gave him permission to do so.

22 42. Finally, the Vagos' names were nowhere to be found on the promissory notes.
23 Rather, they were executed for the benefit of the "Estate of Robert Schweitzer." It could not be
24 more evident that Klein structured these "investments" in a manner designed to confuse and
25 deceive the Vagos. Klein knew that these "investments" were never going to pay out.

26 43. Though these promissory notes were nearly worthless to the Vagos, by Klein's
27 doing, they still had a huge carrying cost. To keep the underlying life insurance policies from
28 lapsing, Klein told the Vagos that they would have to pay hundreds of thousands of dollars per

1 year toward insurance premiums. This money was in addition to the millions already loaned to the
2 policy trusts.

3 44. To further reassure the Vagos that these transactions were proper, Klein again
4 resorted to their common faith. Jewish law prohibits one Jew from lending money and charging
5 interest to another. But Rabbis have developed a type of agreement—the Heter Iskoh—that
6 allows Jews to enter into the equivalent of such a transaction without offending Jewish law. To
7 keep the transaction in seeming compliance with Jewish law, Klein provided a Heter Iskoh with
8 each promissory note. Klein and two witnesses—both unknown to the Vagos—signed each Heter
9 Iskoh.

10 45. On or around April 28, 2014, Klein told the Vagos that he had invested \$6.5
11 million of Erica’s inheritance into various life insurance policies. Klein provided a memo on
12 LK&A letterhead stating that \$6.5 million from the client trust account had been invested in life
13 insurance policies, and an additional \$600,000 would be paid each year for the policies’
14 premiums. By 2019, Klein had put \$1.8 million more of the Vagos’ money into these life
15 insurance trusts, for a total of \$8.3 million.

16 **E. Klein Initiated and Sold Life Insurance Policies in Violation of the California**
17 **Insurance and Corporations Codes**

18 46. Unbeknownst to the Vagos, and contrary to his representations, Klein violated
19 California statutory law when he initiated and transacted in the life insurance policies in which he
20 “invested” Erica’s inheritance.

21 **1. The California Insurance Code**

22 47. The California Insurance Code imposes numerous obligations on one initiating or
23 transacting in life insurance, life settlements, and viatical settlements. Section 10113.1(g) of the
24 Insurance Code defines a “[f]raudulent life settlement act” to include “[e]ntering into stranger-
25 originated life insurance” and “[t]ransact[ing] in the business of life settlements in violation of
26 laws requiring a license, certificate of authority, or other legal authority for the transaction of the
27 business of life settlements.” Insurance Code section 10113.2(b)(1) states that “a person may not
28

1 enter into, broker, or solicit life settlements pursuant to Section 10113.1 unless that person has
2 been licensed by the commissioner under this section.”

3 48. On information and belief, each of the life insurance policies securing Klein’s
4 “investments” from Erica’s inheritance was a stranger-oriented life insurance policy as defined by
5 section 10113.1(w) of the Insurance Code. Klein initiated these policies for the benefit of himself
6 and various trusts that he created and for which he served as trustee. But Klein and these trusts
7 had no insurable interest in the lives of the insured under those policies.

8 49. In addition, Klein was never licensed to transact in life settlements. But the
9 “investments” he arranged for the Vagos were just that.

10 50. Despite these clear violations of the California Insurance Code, Klein repeatedly
11 assured the Vagos that their investments in life insurance were legal and proper.

12 **2. The California Corporations Code**

13 51. The California Corporations Code regulates who can engage in securities
14 transactions on behalf of others. Corporations Code section 25004(a) defines “[b]roker-dealer” as
15 “any person engaged in the business of effecting transactions in securities in this state for the
16 account of others or for that person’s own account.” Corporations Code section 25019 defines
17 “[s]ecurity” to include a “viatical settlement contract or a fractionalized or pooled interest therein,”
18 and a “life settlement contract or a fractionalized or pooled interest therein.” Corporations Code
19 section 25210 states that “no broker-dealer shall effect any transaction in, or induce or attempt to
20 induce the purchase or sale of, any security in this state unless the broker-dealer has first applied
21 for and secured from the commissioner a certificate, then in effect, authorizing that person to act in
22 that capacity.”

23 52. The life insurance “investments” that Klein arranged, oversaw, and effected for the
24 Vagos constitute “securities” under the Corporations Code. And Klein acted as a “broker-dealer”
25 under the Corporations Code by effecting and inducing the life insurance “investments.” Yet
26 Klein never received a certificate or license to act as a broker-dealer in California.

27 53. Despite this clear violation of the California Corporations Code, Klein repeatedly
28 assured the Vagos that their investments in life insurance policies were legal and proper.

F. Klein's Son Reassures the Vagos That Their Investments Are Safe

54. After receiving the promissory notes and corresponding Heter Iskoh, the Vagos were satisfied that Erica's inheritance was wisely invested. But they had one concern: what would they do if something happened to Klein?

55. Klein had organized everything following Robert's passing. He dealt with probate. He dealt with taxes. He was the sole trustee for the life insurance trusts the Vagos invested in. And he and LK&A possessed the millions in inheritance that had yet to be invested, donated to charity, or distributed to Erica. The Vagos wanted to know that their assets would be safe if something happened to Klein.

56. This time, Klein enlisted his son, Kenneth, to reassure the Vagos. Klein, Kenneth, and the Vagos met at the Vagos' home to discuss their concern. At that meeting, Klein repeated his usual lies. He told the Vagos their money was safely invested in life insurance policies. He told them the investments would continue earning interest. He told them they could cash out when they wanted. At each lie, Kenneth nodded in agreement.

57. At the end of the meeting, Kenneth gave the Vagos the reassurance they were looking for. Kenneth told the Vagos that, should something happen to his father, Kenneth would personally make sure that their money and investments would remain safe. That was a lie.

58. Klein had already swindled the Vagos. But Kenneth nevertheless reassured the Vagos that their investments would be safe in the future (i.e., that they were necessarily safe at the time the representation was made). The Vagos understood Kenneth's comment to mean that their investments were safe and would remain that way. The Vagos relied on Kenneth's representation to their detriment. And they transferred more money to and made additional investments with Klein in reliance on Kenneth's representations.

G. Klein Reassures the Vagos by Regularly Providing Them Funds from Erica's Inheritance

59. As far as the Vagos could see, the portion of Erica's inheritance that Klein did not initially invest in life insurance policies—more than \$8.5 million—remained in their control.

1 60. In the first year following Robert's death, Erica told Klein she wanted to donate
2 some of her inheritance to Kollel Shomrei HaChomos and other charities, in accordance with her
3 brother's wishes. Erica asked for \$800,000 from her inheritance to donate, and Klein provided the
4 money.

5 61. In the following years, Klein gave the Vagos about \$5,300 each month to support
6 their lives. Klein also paid their credit card bills over this time.

7 62. And when the Vagos requested more than these regular payments, Klein complied.
8 In 2015, the Vagos decided to purchase a duplex in Los Angeles as an investment property. They
9 needed about \$1.8 million for the purchase, so they went to Klein. Klein provided the money
10 from the client trust account, and the Vagos purchased the apartment.

11 63. In fact, the Vagos used Klein's daughter as the broker in their purchase of the
12 duplex.

13 **H. Klein Reassures the Vagos by Providing Regular Updates on Their Insurance**
14 **Policy "Investments"**

15 64. In the years after Klein "invested" an initial \$6.5 million of Erica's inheritance in
16 life insurance policies, he kept in regular contact with the Vagos. Every six weeks or so, Klein
17 visited the Vagos at their home or hosted them at his home to update the Vagos on their insurance
18 policy investments.

19 65. On these visits, Klein would bring along formal memoranda on LK&A letterhead
20 outlining the status of each policy. Over the months and years, these memoranda reflected a
21 successfully growing investment.

22 66. For instance, a July 1, 2017 memorandum that Klein gave to the Vagos listed \$9.4
23 million in total liens on insurance policies. The memorandum also listed \$3,205,000 in "interest"
24 that the Vagos' investment had earned since 2012. A true and correct copy of this memorandum is
25 attached hereto as Exhibit A.

26 67. A memorandum Klein provided on a visit about ten months later showed how their
27 investments had grown. In this May 2, 2018 memorandum, Klein listed \$10.2 million in total
28

1 liens on insurance policies, and \$3,685,000 in total “interest” earned. A true and correct copy of
2 this memorandum is attached hereto as Exhibit B.

3 **I. The Vagos Discover Klein’s Fraud**

4 68. Each meeting gave the Vagos more reassurance that their money was safe.

5 69. On or around September 15, 2019, Klein went to the Vagos’ home for their regular
6 meeting. At this meeting, Erica told Klein she needed more of her inheritance money this time,
7 about \$1 million.

8 70. Erica did not expect this request to be an issue. When she had asked for substantial
9 sums of her inheritance money before, Klein obliged.

10 71. Moreover, during the previous seven years, Klein told the Vagos their investments
11 were thriving. In meeting after meeting and memo after memo, Klein represented that the Vagos’
12 investments were earning millions. At their last meeting, Klein told the Vagos that the policies
13 had earned more than \$6 million in interest. Klein had previously said that these investments were
14 “as good as cash.” So when Erica asked for just \$1 million, she expected Klein to provide it.

15 72. For the first time in years, Klein had a different message. He said the \$6 million in
16 “interest” was gone.

17 73. The Vagos were shocked. They asked how this was possible. Klein falsely stated
18 that “hedge funds are not paying interest anymore” on life insurance policies, so their earnings
19 over the past seven years had vanished. Erica said she could not accept this. She demanded Klein
20 return her money.

21 74. Since that day, Erica has repeatedly demanded that Klein return their money. He
22 has refused.

23 **J. Theft, Deception, and Fraud Were Klein’s Modus Operandi**

24 75. Had Klein told them the truth about his history overseeing client funds, the Vagos
25 would have run the other direction. On information and belief, the Vagos were just the latest in a
26 string of Klein’s victims. These other marks, like the Vagos, entrusted Klein with their money
27 only to have him lie, embezzle, create fraudulent reports, and refuse to return funds when his
28 clients so demanded.

1 76. On information and belief, Hubert Scott was one such victim. In 2011, when Mr.
2 Scott was 80 years old, Klein took over his financial life. And just like he did with the Vagos,
3 Klein “invested”—i.e. loaned—millions of dollars of Mr. Scott’s money in trusts for which Klein
4 was trustee. These included two of the very same irrevocable life insurance trusts in which Klein
5 supposedly “invested” the Vagos’ money: the Stuart Yorkshire Irrevocable Life Insurance Trust
6 and the Rosalia Feldman Irrevocable Life Insurance Trust. The result has naturally been litigation
7 with Mr. Scott’s family and an investigation by the California Board of Accountancy, Case
8 number AC-2019-62.

9 77. On information and belief, Klein also preyed upon Frank and Vera Menlo and their
10 family. There, as here, Klein convinced an elderly Orthodox Jewish couple to give him control of
11 their fortune. For 20 years, Klein has served as sole trustee of the nearly 100 trusts that Mr. and
12 Mrs. Menlo created for their family members, which collectively control millions of dollars. After
13 spending years misappropriating the trusts’ funds, Klein has spent at least the last eight years—
14 and counting—refusing to provide an accounting for the trusts. His refusals led dozens of the
15 trusts’ beneficiaries to file suit in 2012. Defying countless requests from the trusts’ beneficiaries,
16 eight years of litigation, and even several court orders, Klein to this day refuses to account for the
17 millions he is charged with overseeing.

18 **K. Klein Violated Several Rules of Professional Conduct**

19 78. As the Vagos’ accountant and lawyer, Klein was subject to myriad regulations and
20 rules of professional conduct, beyond the duties and standards of care imposed by general
21 California law on fiduciaries.

22 **1. Rules Governing Attorneys**

23 79. Pursuant to California Business and Professions Code sections 6076 and 6077, the
24 State Bar of California and California Supreme Court has promulgated California’s Rules of
25 Professional Conduct to govern California attorneys. The Rules of Professional Conduct that
26 Klein’s aforementioned misconduct violated include the following.

27 80. Rule 1.7(b) states: “A lawyer shall not, without informed written consent from each
28 affected client . . . , represent a client if there is a significant risk the lawyer’s representation of the

1 client will be materially limited by the lawyer's responsibilities to or relationships with another
2 client, a former client or a third person, or by the lawyer's own interests."

3 81. Paragraph (c) of rule 1.7 provides that, "[e]ven when a significant risk requiring a
4 lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without
5 written disclosure of the relationship to the client" if "the lawyer has . . . a legal, business,
6 financial, professional, or personal relationship with or responsibility to a party . . . in the same
7 matter." A "matter" includes a business transaction.

8 82. Rule 1.8.1 forbids a lawyer from entering into a business transaction with a client
9 or acquiring a pecuniary interest adverse to a client unless three requirements are met:

- 10 a. the transaction or acquisition and its terms are fair and reasonable to the
11 client and the terms and the lawyer's role in the transaction or acquisition
12 are fully disclosed and transmitted in writing to the client in a manner that
13 should reasonably have been understood by the client;
- 14 b. the client either is represented in the transaction or acquisition by an
15 independent lawyer of the client's choice or the client is advised in writing
16 to seek the advice of an independent lawyer of the client's choice and is
17 given a reasonable opportunity to seek that advice; and
- 18 c. the client thereafter provides informed written consent to the terms of the
19 transaction or the acquisition, and to the lawyer's role in it.

20 83. Rule 1.15 regulates how a lawyer must treat client funds. Paragraph (c) forbids a
21 lawyer or law firm from depositing or commingling its funds with funds held in a client trust
22 account. Paragraph (d)(3) requires that a lawyer "maintain complete records of all funds,
23 securities, and other property of a client or other person coming into the possession of the lawyer
24 or law firm." Paragraph (d)(4) requires that a lawyer "promptly account in writing to the client or
25 other person for whom the lawyer holds funds or property." And paragraph d(7) requires that a
26 lawyer "promptly distribute, as requested by the client or other person, any undisputed funds or
27 property in the possession of the lawyer or law firm that the client or other person is entitled to
28 receive."

84. Rule 1.4 requires that a lawyer, inter alia, "promptly inform the client of any
decision or circumstance with respect to which disclosure or the client's informed consent is

1 required by these rules or the State Bar Act”; “keep the client reasonably informed about
2 significant developments relating to the representation, including promptly complying with
3 reasonable requests for information and copies of significant documents when necessary to keep
4 the client so informed”; and “explain a matter to the extent reasonably necessary to permit the
5 client to make informed decisions regarding the representation.”

6 85. Klein complied with none of these duties. He never advised the Vagos that he had
7 a personal interest in the life insurance trusts. He never mentioned that he would be on both sides
8 of their investments. He never told them that his personal interests, and those of other clients,
9 conflicted with the Vagos’ interests. He never obtained informed written consent for anything.
10 He never provided a proper accounting of their funds. He commingled his funds with theirs. He
11 commingled the funds of other clients with theirs without accounting for what each client
12 contributed. And when the Vagos asked for their money back, Klein refused.

13 **2. Rules Governing Accountants**

14 86. California imposes similarly extensive duties on Klein as an accountant.

15 87. The California State Board of Accountancy’s Rules of Professional Conduct are
16 codified in title 16 of the California Code of Regulations (“CCR”), Division 1. Section 57 of this
17 title states that an accountant “shall not concurrently engage in the practice of public accountancy
18 and in any other business or occupation which impairs the licensee’s independence, objectivity, or
19 creates a conflict of interest in rendering professional services.”

20 88. 16 CCR section 68 states that an accountant, “after demand by or on behalf of a
21 client, for books, records or other data, whether in written or machine sensible form, that are the
22 client’s records shall not retain such records.”

23 89. 16 CCR section 58 requires that accountants “comply with all applicable
24 professional standards,” which include the American Institute of CPA’s (“AICPA”) Code of
25 Professional Conduct.

26 90. In turn, AICPA Code of Professional Conduct Rule 1.100.001 requires that an
27 accountant “shall maintain objectivity and integrity, shall be free of conflicts of interest, and shall
28 not knowingly misrepresent facts or subordinate his or her judgment to others.”

1 91. Rule 1.130.010 states that an accountant violates Rule 1.100.001 if he “makes, or
2 permits or directs another to make, materially false and misleading entries in an entity’s financial
3 statements or records”; “fails to correct an entity’s financial statements or records that are
4 materially false and misleading”; “signs, or permits or directs another to sign, a document
5 containing materially false and misleading information.”

6 92. Rule 1.110.010.12 states that, when a conflict of interest exists, an accountant
7 “should disclose the nature of the conflict of interest to clients and other appropriate parties
8 affected by the conflict and obtain their consent to perform the professional services.”

9 93. Rule 1.110.010.04 offers the following examples of conflicts of interests:
10 “[p]roviding services to both a vendor and a purchaser who are clients . . . in relation to the same
11 transaction”; “[a]dvising a client to invest in a business in which, for example, the immediate
12 family member of the [accountant] has a financial interest”; and “[a] member who is an officer, a
13 director, or a shareholder of an entity has significant influence over the entity, and that entity has a
14 loan to or from a client.”

15 94. Klein trampled his duties as an accountant the same way he trampled his duties as
16 an attorney. He never disclosed his egregious conflicts of interest. He did not properly account
17 for the Vagos’ money. And he created and proffered false and misleading records of the Vagos’
18 funds and investments.

19 **L. The Vagos Remain Willing to Settle This Matter in Rabbinical Court**

20 95. Keeping to the religious principles that Klein abandoned, the Vagos first sought to
21 settle this dispute in rabbinical court, the Beis Din. The Vagos demanded that Klein submit to the
22 Beis Din by sending a summons from the local Beis Din servicing Los Angeles, the Rabbinical
23 Council of California “RCC.” Klein initially agreed to appear, but he never followed through.

24 96. After months of delay, Klein suggested an alternative type of Beis Din known as a
25 Zabla, in which each party selects a single Rabbi, and then the two Rabbis work with the parties to
26 select a mutually acceptable third Rabbi to adjudicate the dispute. The Vagos and Klein each
27 selected a Rabbi, but Klein has refused to agree to a third Rabbi from the RCC or the local Los
28 Angeles community, instead suggesting only Rabbis from New York or Israel. These selections

1 would be unreasonable at any time, but are especially so amid the current COVID pandemic and
2 concomitant travel restrictions. Klein's choices are transparent, bad faith efforts to delay his day
3 of reckoning.

4 97. Despite Klein's stall tactics, the Vagos remain willing to resolve this matter in the
5 Beis Din if Klein agrees to and fully participates in the process on reasonable terms. This includes
6 entering into an arbitration agreement with the RCC or a mutually acceptable third Rabbi from the
7 local Los Angeles community, an expeditious arbitration schedule, and reasonable discovery of
8 documents and electronically stored information. If Klein participates in the Beis Din in good
9 faith under these conditions, the Vagos will dismiss this Complaint.

10 **FIRST CAUSE OF ACTION**

11 ***Violation of Fiduciary Duty***

12 **(Against Klein)**

13 98. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
14 contained in the Complaint, and further alleges as follows:

15 99. A fiduciary relationship existed between the Vagos and Klein at all relevant times.
16 Klein served as the Vagos' lawyer, accountant, financial adviser, and agent. Klein held more than
17 \$15 million on their behalf. Based on these roles, Klein owed both legal and ethical duties and
18 obligations to the Vagos to adhere to the utmost standards of care, loyalty, candor, and full
19 disclosure. Klein was also obligated to comply with the applicable rules of professional conduct
20 as an accountant and lawyer in his dealings with the Vagos.

21 100. The Vagos relied on Klein to discharge his duties and obligations in a manner that
22 would cause no detriment to their rights.

23 101. Klein breached his duties and obligations to the Vagos, and was negligent, by,
24 among other things:

- 25 a. Failing to protect the Vagos' interests;
- 26 b. Failing to make full and complete disclosures of pertinent information and
- 27 documents, including the fact that Klein represented the counterparty on all
- 28 the Vagos' insurance "investments";

- c. Placing his own interests over the interests of the Vagos, including by advising the Vagos to transfer all of Erica's inheritance into the LK&A client trust account and lending millions of dollars of the Vagos' money to trusts for which he was trustee;
- d. Placing other clients' interests over the interests of the Vagos;
- e. Continuing to represent the Vagos despite having conflicts of interest;
- f. Refusing to return funds held by Klein in trust when the Vagos requested them;
- g. Failing to return documents held by Klein in trust when the Vagos requested them;
- h. Violating the California Insurance Code, including Code sections 10113.1 and 10113.2, by, inter alia, transacting in life insurance, life settlements, and/or viatical settlements without a license;
- i. Violating the California Corporations Code, including Code section 25210, by, inter alia, effecting securities transactions without a license;
- j. Violating the California Accountancy Act Rules of Professional Conduct, including Rules 57, 58, and 68;
- k. Violating the AICPA's Code of Professional Conduct, including Rules 1.100.001, 1.110.010 and 1.130.010; and
- l. Violating the State Bar of California's Rules of Professional Conduct, including Rules 1.4, 1.7, 1.8.1, and 1.15.

102. As a direct and consequential result of Klein's failure to properly discharge his fiduciary duties in connection with his representation of the Vagos, the Vagos have been damaged and suffered pecuniary loss in an amount in excess of \$11,000,000.

103. In committing the acts alleged herein, Klein is guilty of oppression, fraud and/or malice within the meaning of California Civil Code section 3294, entitling the Vagos to punitive or exemplary damages in an amount appropriate to punish Klein and make an example of him to the community.

SECOND CAUSE OF ACTION

Fraud (Intentional Misrepresentation; Fraudulent Inducement; False Promise)

(Against All Defendants)

104. Plaintiff repeats and realleges each and every foregoing and subsequent allegation contained in the Complaint, and further alleges as follows:

105. As further set forth above, Klein made numerous false or misleading representations to the Vagos, as well as several material omissions. Klein represented to the Vagos that he specialized in handling large foreign inheritances. He told them he handled such transactions all the time. Klein said that the most efficient way to repatriate Erica's inheritance was to transfer it to the LK&A client trust account and invest it in life insurance policies from there. Klein said investments in life insurance policies were safe and "just like cash." He told the Vagos they could cash out these investments whenever they wanted. Klein said he confirmed with other experts, including prominent lawyers in Century City, that investing in life insurance policies this way was safe and legal. Klein stated that the Grand Rabbi in New York told him that he specifically approved of this type of investment. Klein said he organized similar investments for all of his clients, including several prominent members of the Los Angeles Jewish Community. Klein said his wife had invested money in life insurance policies this way. Klein said he invested his own money in similar policies. And Klein concealed that he was the trustee for each life insurance trust in which he invested the Vagos' money.

106. For years after supposedly "investing" the initial \$6.5 million of the Vagos' money in life insurance policies, Klein told them their investment was growing. In meetings at the Vagos' home roughly every six weeks from the policies' purchase through late 2019, Klein falsely told the Vagos they were receiving substantial returns on their life insurance investments. Klein often provided formal memoranda on law firm letterhead falsely suggesting the same. In one meeting with the Vagos, Klein and his son Kenneth assured the Vagos that their investments were safe. Klein and his son told the Vagos that if something happened to the elder Klein, Kenneth would make sure the Vagos retained access to their money and that their investments would remain safe.

1 107. These representations were false, and Defendants knew it. They were intended to
2 and did induce the Vagos into sending and entrusting Klein with all of Erica's inheritance. The
3 Vagos reasonably and justifiably relied on these misrepresentations and sent Klein more than \$15
4 million as a result. Had the Vagos known that these were false representations, they never would
5 have entrusted Klein with their money.

6 108. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiffs have
7 suffered damages in excess of \$11,000,000, with the exact amount to be proven at trial.

8 109. In committing the acts alleged herein, Defendants are guilty of oppression, fraud
9 and/or malice within the meaning of California Civil Code section 3294, entitling the Vagos to
10 punitive or exemplary damages in an amount appropriate to punish Leslie and Kenneth Klein and
11 make an example of them to the community.

12 **THIRD CAUSE OF ACTION**

13 ***Securities Fraud, California Corp. Code § 25401***

14 **(Against Klein)**

15 110. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
16 contained in the Complaint, and further alleges as follows:

17 111. California Corporations Code section 25019 defines a "security" to include a
18 "viatical settlement contract or a fractionalized or pooled interest therein," or a "life settlement
19 contract or a fractionalized or pooled interest therein."

20 112. As set forth above, Klein offered to sell securities to the Vagos in the State of
21 California by means of numerous communications including untrue statements of material fact or
22 omitting to state material facts necessary to make the statements made, in light of the
23 circumstances under which the statements were made, not misleading. Among other materially
24 false and misleading statements, Klein (i) stated that he specialized in handling large foreign
25 inheritances; (ii) stated that he handled repatriation and investment of foreign inheritances all the
26 time; (iii) stated that the most efficient way to repatriate Erica's inheritance was to transfer it to the
27 LK&A client trust account and invest it in life insurance policies from there; (iv) said these
28 investments in life insurance policies were safe, legal, proper, and "just like cash"; (v) said the

1 Vagos could cash out these investments whenever they wanted; (vi) said that he confirmed with
2 other accounting and legal experts that investing in life insurance policies was the optimal way to
3 repatriate Erica's inheritance; (vii) said that the Grand Rabbi in New York told Klein that he
4 specifically approved of this type of investment; (viii) said he coordinated similar investments for
5 all of his clients; (ix) said that several prominent members of the Los Angeles Jewish community
6 successfully invested millions in life insurance policies this way; (x) said that his wife invested in
7 similar policies; (xi) said that he invested his own money in life insurance policies; and (xii)
8 represented orally and through formal LK&A memoranda that the Vagos' existing "investments"
9 in life insurance policies were appreciating and earning substantial interest.

10 113. These representations were false, and Klein knew it. They were intended to and did
11 induce the Vagos into sending and entrusting Klein with all of Erica's inheritance. The Vagos
12 reasonably and justifiably relied on these misrepresentations and sent Klein more than \$15 million
13 as a result. Had the Vagos known that these were false representations, they never would have
14 entrusted Klein with their money.

15 114. As a direct and proximate result of Klein's fraudulent conduct, Plaintiffs have
16 suffered damages in excess of \$11,000,000, with the exact amount to be proven at trial.

17 115. In committing the acts alleged herein, Klein is guilty of oppression, fraud and/or
18 malice within the meaning of California Civil Code section 3294, entitling the Vagos to punitive
19 or exemplary damages in an amount appropriate to punish Klein and make an example of him to
20 the community.

21 **FOURTH CAUSE OF ACTION**

22 ***Negligent Misrepresentation***

23 **(Against All Defendants)**

24 116. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
25 contained in the Complaint, and further alleges as follows:

26 117. As further set forth above, Defendants made numerous false or misleading
27 representations to the Vagos, as well as several material omissions, which were intended to and
28 did induce the Vagos to send LK&A millions of dollars, to "invest" much of this money in life

1 insurance policies, and to leave these funds in Klein's control. Among others, Kenneth
2 represented to the Vagos that he would ensure their investments would be safe if something should
3 happen to Klein. The Vagos understood from this comment that Kenneth represented their
4 investments were safe at the time he made that representation. Kenneth had an obligation to
5 determine that the Vagos' investments were safe at the time he made that representation.

6 118. When the Defendants made the misrepresentations described above, they had no
7 reasonable grounds for believing them to be true.

8 119. The Vagos reasonably and justifiably relied on these misrepresentations and trusted
9 Klein with more than \$15 million as a result. Had the Vagos known that these were false
10 representations, they never would have entrusted Klein with their money.

11 120. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiffs have
12 suffered damages in excess of \$11,000,000, with the exact amount to be proven at trial.

13 **FIFTH CAUSE OF ACTION**

14 ***Conversion***

15 **(Against Klein and LK&A)**

16 121. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
17 contained in the Complaint, and further alleges as follows:

18 122. Induced by his lies, the Vagos provided an identifiable sum of money to Klein.

19 123. At all relevant times, the Vagos had a right to immediate possession of their
20 property transferred to Klein and LK&A.

21 124. At all relevant times, Klein was the sole individual controlling LK&A's client trust
22 account.

23 125. Klein interfered with Plaintiffs' right to immediate possession of their property by,
24 among other things, misappropriating, commingling, and otherwise misusing their money for
25 various improper and illegal purposes, including illegal and unethical investments in life insurance
26 trusts. Klein also outright refused to return the Vagos' money when they so demanded after
27 learning of his fraud in 2019.

1 126. As a proximate result of Klein's and LK&A's conversion of the Vagos' property,
2 the Vagos have been harmed in an amount to be determined at trial, but in excess of \$11 million.

3 127. In committing the acts alleged herein, Klein is guilty of oppression, fraud and/or
4 malice within the meaning of California Civil Code section 3294, entitling the Vagos to punitive
5 or exemplary damages in an amount appropriate to punish Klein and make an example of him to
6 the community.

7 **SIXTH CAUSE OF ACTION**

8 ***Professional Negligence***

9 **(Against Klein and LK&A)**

10 128. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
11 contained in the Complaint, and further alleges as follows:

12 129. As an attorney, accountant, and financial adviser, Klein owed the Vagos duties of
13 care, competence, loyalty, diligence, full and fair disclosure, utmost candor, and the duty to use
14 and possess such knowledge, ordinary care, and skill as is commonly used and possessed by other
15 attorneys, accountants, and financial advisers in the community under like circumstances.

16 130. Klein breached his duties and obligations to the Vagos, and was negligent, by,
17 among other things:

- 18 a. Failing to protect the Vagos' interests;
- 19 b. Failing to make full and complete disclosures of pertinent information and
20 documents, including the fact that Klein represented the counterparty on all
21 the Vagos' insurance "investments";
- 22 c. Placing his own interests over the interests of the Vagos, including by
23 advising the Vagos to transfer all of Erica's inheritance into the LK&A
24 client trust account and lending millions of dollars of the Vagos' money to
25 trusts for which he was trustee;
- 26 d. Placing other clients' interests over the interests of the Vagos;
- 27 e. Continuing to represent the Vagos despite having conflicts of interest;
- 28 f. Refusing to return funds held by Klein in trust when the Vagos requested

1 them;

2 g. Failing to return documents held by Klein in trust when the Vagos
3 requested them;

4 h. Violating the California Insurance Code, including Code sections 10113.1
5 and 10113.2, by, inter alia, transacting in life insurance, life settlements,
6 and/or viatical settlements without a license;

7 i. Violating the California Corporations Code, including Code section 25210,
8 by, inter alia, effecting securities transactions without a license;

9 j. Violating the California Accountancy Act Rules of Professional Conduct,
10 including Rules 57, 58, and 68;

11 k. Violating the AICPA's Code of Professional Conduct, including Rules
12 1.100.001, 1.110.010 and 1.130.010; and

13 l. Violating the State Bar of California's Rules of Professional Conduct,
14 including Rules 1.4, 1.7, 1.8.1, and 1.15.

15 131. As a direct and proximate result of Klein's multiple breaches, Plaintiffs were
16 harmed in an amount to be determined at trial, but in excess of \$11,000,000.

17 **SEVENTH CAUSE OF ACTION**

18 ***Unfair Business Practices - Violation Business and Professions Code Section 17200***

19 **(Against All Defendants)**

20 132. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
21 contained in the Complaint, and further alleges as follows:

22 133. Plaintiffs are consumers and/or otherwise have standing to raise a claim under
23 Business and Professions Code Section 17200.

24 134. As described further above, Defendants engaged in unfair, unlawful, and fraudulent
25 business practices on several grounds, including:

26 a. Fraudulently inducing Plaintiffs to transfer Erica's inheritance to the LK&A
27 client trust account through several intentional misrepresentations;

28 b. Making material misstatements and omissions in connection with offering

- 1 to sell and selling securities to Plaintiffs;
- 2 c. Acting as a broker-dealer of securities in violation of Corporations Code
- 3 section 25210;
- 4 d. Brokering life settlements and/or viatical settlements without a license in
- 5 violation of 10113.2(b)(1);
- 6 e. Committing fraudulent life settlement acts under 10113.1(g) of the
- 7 Insurance Code by entering into stranger-originated life insurance and
- 8 transacting in the business of life settlements without a license therefor;
- 9 f. Failing to make full and complete disclosures of pertinent information and
- 10 documents, including the fact that Klein represented the counterparty on all
- 11 the Vagos' insurance "investments";
- 12 g. Placing his own interests over the interests of the Vagos, including by
- 13 advising the Vagos to transfer all of Erica's inheritance into the LK&A
- 14 client trust account and lending millions of dollars of the Vagos' money to
- 15 trusts for which he was trustee;
- 16 h. Placing other clients' interests over the interests of the Vagos;
- 17 i. Continuing to represent the Vagos despite having conflicts of interest;
- 18 j. Refusing to return funds held by Klein in trust when the Vagos requested
- 19 them; and
- 20 k. Failing to return documents held by Klein in trust when the Vagos
- 21 requested them;
- 22 l. Violating the California Corporations Code, including Code section 25210,
- 23 by, inter alia, effecting securities transactions without a license;
- 24 m. Violating the California Accountancy Act Rules of Professional Conduct,
- 25 including Rules 57, 58, and 68;
- 26 n. Violating the AICPA's Code of Professional Conduct, including Rules
- 27 1.100.001, 1.110.010 and 1.130.010; and
- 28

o. Violating the State Bar of California's Rules of Professional Conduct, including Rules 1.4, 1.7, 1.8.1, and 1.15.

135. Moreover, Klein and LK&A have a pattern and practice of preying on the elderly and members of the Orthodox Jewish community in the same way they preyed on the Vagos. This practice includes using fraud and deceit to obtain control of their assets, which Klein then misappropriates for his own purposes in violation of his legal and professional obligations. When his victims demand their money back or at least an accounting of their assets, Klein then lies, obfuscates, and refuses to comply.

136. In effecting his scheme, Klein also has a pattern and practice of transacting in life insurance policies and securities without a proper license, in violation of California's Corporations and Insurance Codes.

137. As a direct and proximate result of Klein's unfair, unlawful, and fraudulent business practices, Plaintiffs were harmed in an amount to be determined at trial, but in excess of \$11,000,000. As a result of Defendants' actions, Plaintiffs have lost more than \$11,000,000. Plaintiffs are entitled to recover in restitution these funds.

EIGHTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Against Klein)

138. Plaintiff repeats and realleges each and every foregoing and subsequent allegation contained in the Complaint, and further alleges as follows:

139. Klein's conduct was extreme and outrageous. Klein exploited his longstanding relationship and shared faith with the Vagos at a time when they were grieving and extremely vulnerable.

140. The Vagos suffered severe emotional distress because of Klein's conduct.

141. The Vagos have been damaged by Klein's conduct in an amount to be proven at trial.

142. Klein's conduct was malicious, oppressive, and fraudulent, justifying an award of punitive damages.

NINTH CAUSE OF ACTION

Financial Elder Abuse, California Welfare & Institutions Code § 15610.30

(Against All Defendants)

143. Plaintiff repeats and realleges each and every foregoing and subsequent allegation contained in the Complaint, and further alleges as follows:

144. Joseph Vago was born in 1951 and attained the age of 65 in 2016. Erica Vago was born in 1953 and attained the age of 65 in 2018. Therefore, during Klein's fraud, Plaintiffs were "elders" as defined in section 15610.27 of the California Welfare and Institutions Code.

145. Klein has taken, secreted, misappropriated, and retained for a wrongful use and with an intent to defraud, an amount exceeding \$11 million from the Vagos.

146. Klein's son Kenneth knowingly assisted in Klein's taking, secreting, appropriating, obtaining, and retaining for a wrongful use the Vagos' personal property.

147. As a direct and proximate result of Klein's multiple breaches, and Kenneth's assistance thereof, Plaintiffs have suffered and will continue to suffer substantial damages in an amount to be determined at trial, but in excess of \$11 million.

148. As a result of Defendants' actions, Plaintiffs were forced to retain counsel to file this Complaint. For the reasons alleged herein, Plaintiffs allege that Defendants' actions were committed fraudulently, willfully, and maliciously, and constitute financial elder abuse under Welfare and Institutions Code section 15610.30 and, therefore, that Plaintiffs are entitled to a mandatory award of attorneys' fees and costs incurred in this matter under Welfare and Institutions Code section 1567.5.

TENTH CAUSE OF ACTION

Accounting

(Against Klein and LK&A)

149. Plaintiff repeats and realleges each and every foregoing and subsequent allegation contained in the Complaint, and further alleges as follows:

150. As alleged herein, a fiduciary relationship existed between the Vagos and Klein. Klein violated his fiduciary duties to the Vagos in several ways, as described herein. As a result

1 of these violations, the Vagos have been denied full and complete information regarding the status
2 of their funds that Klein obtained, as well as the investments Klein made on their behalf.

3 151. A full and complete accounting is necessary to determine the amount of money and
4 assets that belong to the Vagos. A determination of the full amount owed to the Vagos in
5 connection with Klein's misconduct cannot be ascertained in the absence of an accounting.

6 **ELEVENTH CAUSE OF ACTION**

7 ***Conspiracy to Commit Fraud***

8 **(Against Klein and Kenneth Klein)**

9 152. Plaintiff repeats and realleges each and every foregoing and subsequent allegation
10 contained in the Complaint, and further alleges as follows:

11 153. On information and belief, sometime prior to Kenneth Klein's 2014 meeting with
12 the Vagos, Leslie Klein and Kenneth Klein entered into a conspiracy to defraud the Vagos by
13 convincing them to entrust Erica's inheritance with Leslie Klein and to invest in various life
14 insurance policy trusts that he represented. Leslie Klein and Kenneth Klein agreed and intended
15 that Leslie would make false representations to the Vagos to thereby obtain control of and
16 misappropriate Erica's inheritance.

17 154. This fraudulent scheme has damaged Plaintiffs in a sum to be proven at trial, but in
18 excess of \$11,000,000.

19 155. In committing the acts alleged herein, Leslie Klein and Kenneth Klein are guilty of
20 oppression, fraud and/or malice within the meaning of California Civil Code section 3294,
21 entitling the Vagos to punitive or exemplary damages in an amount appropriate to punish them
22 and make an example of them to the community.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiffs pray for judgment against Defendants and for relief as follows:

- 25 (1) For compensatory damages in a sum of no less than \$11,000,000, according to
26 proof.
27 (2) For restitution pursuant to Cal. Bus & Prof. Code § 17200 *et seq.*;
28 (3) For punitive and exemplary damages in an amount sufficient to punish Defendants

1 and deter such conduct;

2 (4) For attorneys' fees;

3 (5) For costs;

4 (6) For an accounting as set forth herein;

5 (7) That the Court order that either a constructive trust be imposed upon those funds
6 which Klein and LK&A improperly obtained as described hereinabove, or in the
7 alternative, that a preliminary and permanent injunction issue enjoining Klein and
8 LK&A from transferring, hypothecating or spending any of the assets in their
9 possession, under their control, or in their names;

10 (8) For pre-judgment and post-judgment interest; and

11 (9) Such other and further relief as the court deems just or proper.

12
13 DATED: April 8, 2021

MILLER BARONDESS, LLP

14
15 By: 

16 BRIAN A. PROCEL
17 Attorneys for Plaintiffs
18 JOSEPH VAGO and ERICA VAGO
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a jury trial.

DATED: April 8, 2021

MILLER BARONDESS, LLP



By: _____

BRIAN A. PROCEL
Attorneys for Plaintiffs
JOSEPH VAGO and ERICA VAGO

MILLER BARONDESS, LLP
ATTORNEYS AT LAW
1999 AVENUE OF THE STARS, SUITE 1000 LOS ANGELES, CALIFORNIA 90067
TEL: (310) 552-4400 FAX: (310) 552-8400

INDEX OF EXHIBITS

Exhibit No.	Description	Pg. No.
A.	Memo from Leslie Klein to Erica Vago; Dated July 1, 2017; Re: Lien on policies	34
B.	Memo from Leslie Klein to Erica Vago; Dated May 2, 2018; Re: Lien on policies	36

MILLER BARONDESS, LLP
ATTORNEYS AT LAW
1999 AVENUE OF THE STARS, SUITE 1000 LOS ANGELES, CALIFORNIA 90067
TEL: (310) 552-4400 FAX: (310) 552-8400

EXHIBIT A

LAW OFFICES OF
**LES KLEIN &
ASSOCIATES, INC.**
A LAW CORPORATION

14245 Ventura Boulevard
3rd Floor
Sherman Oaks, CA
91423-2740

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California Offices

Inglewood

Los Angeles

San Fernando Valley

San Gabriel

Sherman Oaks

National Offices

Baltimore, Maryland

Washington D.C.

MEMO

To: ERICA VAGO
Estate of Robert L. Schweitzer
From: LESLIE KLEIN
Date: July 1, 2017
Subject: LIEN ON POLICIES

A.	ERNEST and HEDY WEINBERGER	\$2,600,000
B.	IRVING and BELLA HEILBRUN	\$2,600,000
C.	MORTON SILBERBERG	\$2,600,000
D.	ISABELLA GANDL	\$600,000
E.	ANN RADOW	<u>\$1,000,000</u>
Total		\$9,400,000

INTEREST

2012	\$85,000
2013	\$650,000
2014	\$720,000
2015	\$790,000
2016	\$640,000
2017	<u>\$320,000</u>
Total	\$3,205,000

EXHIBIT B

LAW OFFICES OF

**LES KLEIN &
ASSOCIATES, INC.**

A LAW CORPORATION

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Sherman Oaks, CA
91423-2740

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California Offices

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Los Angeles

San Fernando Valley

San Gabriel

Sherman Oaks

National Offices

Baltimore, Maryland

Washington D.C.

MEMO

To: ERICA VAGO
Estate of Robert L. Schweitzer
From: LESLIE KLEIN
Date: May 2, 2018
Subject: LIEN ON POLICIES

A.	ERNEST and HEDY WEINBERGER	\$2,800,000
B.	IRVING and BELLA HEILBRUN	\$2,800,000
C.	MORTON SILBERBERG	\$2,800,000
D.	ISABELLA GANDL	\$600,000
E.	ANN RADOW	<u>\$1,200,000</u>
Total		\$10,200,000

INTEREST

2012	\$85,000
2013	\$650,000
2014	\$720,000
2015	\$790,000
2016	\$640,000
2017	\$640,000
2018 (thru 3-31)	<u>\$160,000</u>
Total	\$3.685,000

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1999 Avenue of the Stars, Suite 1000, Los Angeles, CA 90067.

On April 8, 2021, I served true copies of the following document(s) described as:

THIRD AMENDED COMPLAINT

on the interested parties in this action as follows:

Michael L. Wachtell
C. Dana Hobart

Attorney for Defendants

BUCHALTER, APC
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017-1730

LESLIE KLEIN & LES KLEIN & ASSOCIATES

Telephone: 213.891.0700
Fax: 213.896.0400
Email: mwachtell@buchalter.com
dhobart@buchalter.com

Alan D. Weinfeld
PARKER, MILLIKEN, CLARK, O'HARA
AND SAMUELSEN
555 South Flower Street
30th Floor
Los Angeles, CA 90071-2440

Attorneys for Defendants

*KENNETH KLEIN & LAW OFFICE OF
KENNETH KLEIN, P.C.*

Telephone: 213-683-6601
Fax: 213-683-6669
Email: aweinfeld@pmcos.com

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address clumia@millerbarondess.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

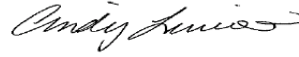
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MILLER BARONDESS, LLP

ATTORNEYS AT LAW
1999 AVENUE OF THE STARS, SUITE 1000 LOS ANGELES, CALIFORNIA 90067
TEL: (310) 552-4400 FAX: (310) 552-8400

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on April 8, 2021, at Los Angeles, California.

4 

5
6 Cindy B. Lumia

EXHIBIT 2

EXHIBIT 2

Electronically Received 11/15/2022 10:32 AM

1 BRIAN A. PROCEL (State Bar No. 218657)
brian@procel-law.com
2 PROCEL LAW, PC
401 Wilshire Boulevard
3 12th Floor
Santa Monica, California 90401
4 Telephone: (424) 788-4538

5 Attorneys for Plaintiffs
ERICA VAGO and JOSEPH VAGO
6
7
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 ERICA VAGO and JOSEPH VAGO,

12 Plaintiffs,

13 v.

14 LESLIE KLEIN; LES KLEIN &
ASSOCIATES, INC.; KENNETH KOLEV
15 KLEIN; and LAW OFFICE OF KENNETH
KLEIN, P.C.,
16 Defendants.
17

CASE NO. 20STCV25050

**~~PROPOSED~~ JUDGMENT ON SPECIAL
VERDICT**

Assigned for All Purposes to:
Hon. Terry A. Green, Dept. 14

Action Filed: July 1, 2020
Trial Date: August 29, 2022

Electronically Received 11/15/2022 10:32 AM

1 This action came on regularly for trial on August 29, 2022, in Department 14 of the
2 Superior Court, the Honorable Terry A. Green, Judge Presiding;

3 Plaintiffs Erica and Joseph Vago (collectively, "Plaintiffs") appearing by attorney Brian
4 Procel , Esq.; and Defendants Leslie Klein and Les Klein & Associates, Inc. (collectively,
5 "Defendants") appearing by attorney Jeffrey Slott.

6 A jury of twelve (12) persons was regularly impaneled and sworn and agreed to try the
7 cause. Witnesses were sworn and testified. After hearing the evidence and arguments of counsel,
8 the jury was duly instructed by the Court and the cause was submitted to the jury with directions
9 to return a special verdict. The jury deliberated and thereafter returned to court with its special
10 verdict submitted to the jury and the answers given thereto by the jury, which verdict was in words
11 and figures as follows, to wit:

12
13 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
14 **(BY ERICA VAGO AGAINST DEFENDNTS)**
15

16 1. Was Mr. Klein's conduct outrageous?

17 ☒ X Yes ☐ No

18 If your answer to question 1 is yes, then answer question 2. If you answered no,
19 stop here, answer no further questions, and have the presiding juror sign and date
20 this form.

21 2. Did Mr. Klein intend to cause Erica Vago emotional distress?

22 ☐ Yes ☒ X No

23 If your answer to question 2 is yes, then answer question 4. If you answered no, go
24 to question 3.

25 3. Did Mr. Klein act with reckless disregard of the probability that Erica Vago would
26 suffer emotional distress, knowing that Erica Vago was present when the conduct
27 occurred?

28 ☒ X Yes ☐ No

1 If your answer to question 3 is yes, then answer question 4. If you answered no,
2 stop here, answer no further questions, and have the presiding juror sign and date
3 this form.

4 4. Did Erica Vago suffer severe emotional distress?

5 _____ Yes ___X___ No

6 If your answer to question 4 is yes, then answer question 5. If you answered no,
7 stop here, answer no further questions, and have the presiding juror sign and date
8 this form.

9 5. Was Mr. Klein's conduct a substantial factor in causing Erica Vago's severe
10 emotional distress?

11 _____ Yes _____ No

12 If your answer to question 5 is yes, then answer question 6. If you answered no,
13 stop here, answer no further questions, and have the presiding juror sign and date
14 this form.

15 6. What are Erica Vago's damages for pain and suffering?

16 \$ N/A

18 TOTAL \$

19 N/A

21 Signed: /Signature
22 Presiding Juror

23 Dated: September 15, 2022
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INTENTIONAL MISREPRESENTATION
(BY ERICA VAGO AGAINST DEFENDNTS)

We answer the questions submitted to us as follows:

1. Did Mr. Klein make a false representation of a fact to Erica Vago?

 X Yes No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Mr. Klein know that the representation was false, or did he make the representation recklessly and without regard for its truth?

 X Yes No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Did Erica Vago reasonably rely on the representation?

 X Yes No

If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Was Erica Vago's reliance on Mr. Klein's representation a substantial factor in causing harm to Erica Vago?

 X Yes No

If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. What are Erica Vago's economic damages?

\$ 8,300,000

Please answer question 6.

6. What are Erica Vago's noneconomic damages for pain and suffering?

\$ 0

TOTAL \$ 8,300,000

Signed: /Signature
Presiding Juror

Dated: September 15, 2022

**CONCEALMENT
(BY ERICA VAGO AGAINST DEFENDNTS)**

We answer the questions submitted to us as follows:

1. Did Mr. Klein intentionally fail to disclose a fact that Erica Vago did not know and could not reasonably have discovered?

X Yes No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Mr. Klein intend to deceive Erica Vago by concealing the fact?

X Yes No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Had the omitted information been disclosed, would Erica Vago reasonably have behaved differently?

X Yes No

1 If your answer to question 3 is yes, then answer question 4. If you answered no,
2 stop here, answer no further questions, and have the presiding juror sign and date
3 this form.

4 4. Was Mr. Klein's concealment a substantial factor in causing harm to Erica Vago?

5 X Yes No

6 If your answer to question 4 is yes, then answer question 5. If you answered no,
7 stop here, answer no further questions, and have the presiding juror sign and date
8 this form.

9 5. What are Erica Vago's economic damages?

10 \$ 8,300,000

11 Please answer question 6.

12 6. What are Erica Vago's noneconomic damages for pain and suffering?

13 \$ 0

14
15 TOTAL \$ 8,300,000

16
17 Signed: /Signature
18 Presiding Juror

19 Dated: September 15, 2022
20
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FALSE PROMISE

(BY ERICA VAGO AGAINST DEFENDNTS)

We answer the questions submitted to us as follows:

1. Did Mr. Klein make a promise to Erica Vago?

☒ Yes ☐ No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Mr. Klein intend to perform this promise when he made it?

☒ Yes ☐ No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Did Mr. Klein intend that Erica Vago rely on this promise?

☐ Yes ☐ No

If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Did Erica Vago reasonably rely on this promise?

☐ Yes ☐ No

If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. Did Mr. Klein fail to perform the promised act?

☐ Yes ☐ No

1 If your answer to question 5 is yes, then answer question 6. If you answered no,
2 stop here, answer no further questions, and have the presiding juror sign and date
3 this form.

- 4 6. Was Erica Vago's reliance on Mr. Klein's promise a substantial factor in causing
5 harm to Erica Vago?

6 _____ Yes _____ No

7 If your answer to question 6 is yes, then answer question 7. If you answered no,
8 stop here, answer no further questions, and have the presiding juror sign and date
9 this form.

- 10 7. What are Erica Vago's economic damages?

11 \$ _N/A_____

12 Please answer question 8.

- 13 8. What are Erica Vago's noneconomic damages for pain and suffering?

14 \$ _N/A_____

15
16 TOTAL \$ _N/A_____

17
18 Signed: /Signature
19 Presiding Juror

20 Dated: September 15, 2022
21
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28

FINANCIAL ABUSE

(BY ERICA VAGO AGAINST DEFENDANTS)

We answer the questions submitted to us as follows:

1. Did Mr. Klein retain Erica Vago's money or property?

☒ Yes ☐ No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Were Erica Vago 65 years of age or older at the time of the conduct?

☒ Yes ☐ No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Did Mr. Klein retain the money or property for a wrongful use or with the intent to defraud?

☒ Yes ☐ No

If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Were Erica Vago harmed?

☒ Yes ☐ No

If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. Was Mr. Klein's conduct a substantial factor in causing Erica Vago's harm?

☒ Yes ☐ No

1 If your answer to question 5 is yes, then answer question 6. If you answered no,
2 stop here, answer no further questions, and have the presiding juror sign and date
3 this form.

4 6. What are Erica Vago's economic damages?

5 \$ 8,300,000

6 TOTAL \$8,300,000

7
8 Signed: /Signature
9 Presiding Juror

10 Dated: September 15, 2022

11
12 **PUNITIVE DAMAGES**
13 **(BY ERICA VAGO AGAINST DEFENDNTS)**

14 We answer the questions submitted to us as follows:

15 1. Did Mr. Klein engage in the conduct with malice, oppression, or fraud?

16 X Yes No

17
18 Signed: /Signature
19 Presiding Juror

20 Dated: September 15, 2022

21 **PUNITIVE DAMAGES AGAINST EMPLOYER OR PRINCIPAL FOR CONDUCT**
22 **OF A SPECIFIC AGENT OR EMPLOYEE**
23 **(BY ERICA VAGO AGAINST DEFENDNTS)**

24 We answer the questions submitted to us as follows:

25 1. Did Mr. Klein engage in the conduct with malice, oppression, or fraud?

26 X Yes No
27
28

1 If your answer to question 1 is yes, then answer question 2. If you answered no,
2 stop here, answer no further questions, and have the presiding juror sign and date
3 this form.

4
5 Signed: /Signature
6 Presiding Juror

7 Dated: September 15, 2022

8 **BREACH OF FIDUCIARY DUTY**
9 **(BY ERICA VAGO AGAINST DEFENDNTS)**
10

11 1. Mr. Klein owed Erica Vago fiduciary duties to act with the utmost loyalty and honesty.

12 2. Did Mr. Klein breach his fiduciary duties?

13 __X__ Yes No

14 If your answer to question 2 is yes, then answer question 3. If you answered no, stop
15 here, answer no further questions, and have the presiding juror sign and date this form.

16 3. Was Erica Vago harmed?

17 __X__ Yes No

18 If your answer to question 3 is yes, then answer question 4. If you answered no, stop
19 here, answer no further questions, and have the presiding juror sign and date this form.

20 4. Was Mr. Klein's conduct a substantial factor in causing Erica Vago's harm?

21 __X__ Yes No

22 If your answer to question 4 is yes, then answer question 5. If you answered no, stop
23 here, answer no further questions, and have the presiding juror sign and date this form.

24 5. What are Erica Vago's economic damages?

25 \$ 8,300,000

26
27 TOTAL \$ 8,300,000
28

Signed: /Signature
Presiding Juror

Dated: September 15, 2022

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(BY JOSEPH VAGO AGAINST DEFENDNTS)

1. Was Mr. Klein's conduct outrageous?

a. ☒ Yes ☐ No

b. If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Mr. Klein intend to cause Joseph Vago emotional distress?

a. ☐ Yes ☒ No

b. If your answer to question 2 is yes, then answer question 4. If you answered no, go to question 3.

3. Did Mr. Klein act with reckless disregard of the probability that Joseph Vago would suffer emotional distress, knowing that Joseph Vago was present when the conduct occurred?

a. ☒ Yes ☐ No

b. If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Did Joseph Vago suffer severe emotional distress?

a. ☒ Yes ☐ No

b. If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

1 5. Was Mr. Klein's conduct a substantial factor in causing Joseph Vago's severe
2 emotional distress?

3 a. X Yes No

4 b. If your answer to question 5 is yes, then answer question 6. If you answered
5 no, stop here, answer no further questions, and have the presiding juror sign
6 and date this form.

7 6. What are Joseph Vago's damages for pain and suffering?

8 a. \$ 400,000

9
10 TOTAL \$400,000

11
12 Signed: /Signature
13 Presiding Juror

14 Dated: September 15, 2022

15
16 **INTENTIONAL MISREPRESENTATION**
17 **(BY JOSEPH VAGO AGAINST DEFENDNTS)**
18

19 We answer the questions submitted to us as follows:

20 1. Did Mr. Klein make a false representation of a fact to Joseph Vago?

21 a. X Yes No

22 b. If your answer to question 1 is yes, then answer question 2. If you answered
23 no, stop here, answer no further questions, and have the presiding juror sign
24 and date this form.

25 2. Did Mr. Klein know that the representation was false, or did he make the
26 representation recklessly and without regard for its truth?

27 a. X Yes No
28

b. If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Did Joseph Vago reasonably rely on the representation?

a. ☒ Yes ☐ No

b. If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Was Joseph Vago's reliance on Mr. Klein's representation a substantial factor in causing harm to Joseph Vago?

a. ☒ Yes ☐ No

b. If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. What are Joseph Vago's economic damages?

a. \$ 0

b. Please answer question 6.

6. What are Joseph Vago's noneconomic damages for pain and suffering?

a. \$ 0

TOTAL \$ 0

Signed: /Signature
Presiding Juror

Dated: September 15, 2022

**CONCEALMENT
(BY JOSEPH VAGO AGAINST DEFENDNTS)**

1 We answer the questions submitted to us as follows:

- 2 1. Did Mr. Klein intentionally fail to disclose a fact that Joseph Vago did not know
3 and could not reasonably have discovered?
4 a. ☒ Yes ☐ No
5 b. If your answer to question 1 is yes, then answer question 2. If you answered
6 no, stop here, answer no further questions, and have the presiding juror sign
7 and date this form.
- 8 2. Did Mr. Klein intend to deceive Joseph Vago by concealing the fact?
9 a. ☒ Yes ☐ No
10 b. If your answer to question 2 is yes, then answer question 3. If you answered
11 no, stop here, answer no further questions, and have the presiding juror sign
12 and date this form.
- 13 3. Had the omitted information been disclosed, would Joseph Vago reasonably have
14 behaved differently?
15 a. ☒ Yes ☐ No
16 b. If your answer to question 3 is yes, then answer question 4. If you answered
17 no, stop here, answer no further questions, and have the presiding juror sign
18 and date this form.
- 19 4. Was Mr. Klein's concealment a substantial factor in causing harm to Joseph Vago?
20 a. ☒ Yes ☐ No
21 b. If your answer to question 4 is yes, then answer question 5. If you answered
22 no, stop here, answer no further questions, and have the presiding juror sign
23 and date this form.
- 24 5. What are Joseph Vago's economic damages?
25 a. \$ 0
26 b. Please answer question 6.
- 27 6. What are Joseph Vago's noneconomic damages for pain and suffering?
28 a. \$ 0

TOTAL \$ 0

Signed: /Signature
Presiding Juror

Dated: September 15, 2022

FALSE PROMISE
(BY JOSEPH VAGO AGAINST DEFENDNTS)

We answer the questions submitted to us as follows:

1. Did Mr. Klein make a promise to Joseph Vago?

a. X Yes No

b. If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Mr. Klein intend to perform this promise when he made it?

a. X Yes No

b. If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Did Mr. Klein intend that Joseph Vago rely on this promise?

a. Yes No

b. If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Did Joseph Vago reasonably rely on this promise?

a. Yes No

b. If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. Did Mr. Klein fail to perform the promised act?

a. ☐ Yes ☐ No

b. If your answer to question 5 is yes, then answer question 6. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

6. Was Joseph Vago's reliance on Mr. Klein's promise a substantial factor in causing harm to Joseph Vago?

a. ☐ Yes ☐ No

b. If your answer to question 6 is yes, then answer question 7. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

7. What are Joseph Vago's economic damages?

a. \$ N/A

b. Please answer question 8.

8. What are Joseph Vago's noneconomic damages for pain and suffering?

a. \$ N/A

TOTAL \$ N/A

Signed: /Signature
Presiding Juror

Dated: September 15, 2022

FINANCIAL ABUSE
(BY JOSEPH VAGO AGAINST DEFENDANTS)

We answer the questions submitted to us as follows:

1. Did Mr. Klein retain Joseph Vago's money or property?
 - a. ☐ Yes ☒ No
 - b. If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.
2. Were Joseph Vago 65 years of age or older at the time of the conduct?
 - a. ☐ Yes ☐ No
 - b. If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.
3. Did Mr. Klein retain the money or property for a wrongful use or with the intent to defraud?
 - a. ☐ Yes ☐ No
 - b. If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.
4. Were Joseph Vago harmed?
 - a. ☐ Yes ☐ No
 - b. If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.
5. Was Mr. Klein's conduct a substantial factor in causing Joseph Vago's harm?
 - a. ☐ Yes ☐ No

b. If your answer to question 5 is yes, then answer question 6. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

6. What are Joseph Vago's economic damages?

a. \$ N/A

TOTAL \$ N/A

Signed: /Signature
Presiding Juror

Dated: September 15, 2022

PUNITIVE DAMAGES
(BY JOSEPH VAGO AGAINST DEFENDNTS)

We answer the questions submitted to us as follows:

1. Did Mr. Klein engage in the conduct with malice, oppression, or fraud?

a. X Yes No

Signed: /Signature
Presiding Juror

Dated: September 15, 2022

**PUNITIVE DAMAGES AGAINST EMPLOYER OR PRINCIPAL FOR CONDUCT
OF A SPECIFIC AGENT OR EMPLOYEE**
(BY JOSEPH VAGO AGAINST DEFENDNTS)

We answer the questions submitted to us as follows:

1. Did Mr. Klein engage in the conduct with malice, oppression, or fraud?

a. X Yes No

- b. If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

Signed: /Signature
Presiding Juror

Dated: September 15, 2022

BREACH OF FIDUCIARY DUTY
(BY JOSEPH VAGO AGAINST DEFENDNTS)

1. Mr. Klein owed Joseph Vago fiduciary duties to act with the utmost loyalty and honesty.
2. Did Mr. Klein breach his fiduciary duties?
- a. ☒ Yes ☐ No
- b. If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.
3. Was Joseph Vago harmed?
- a. ☒ Yes ☐ No
- b. If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.
4. Was Mr. Klein's conduct a substantial factor in causing Joseph Vago's harm?
- a. ☒ Yes ☐ No
- b. If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.
5. What are Joseph Vago's economic damages?

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a. \$ 0

i. TOTAL \$ 0

Signed: /Signature
Presiding Juror

Dated: September 15, 2022

1 It appearing by reason of said special verdict that Plaintiff Erica Vago is entitled to
2 judgment against Defendants Leslie Klein and Leslie Klein & Associates.

3 NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that said Erica
4 Vago shall have and recover from Defendants, jointly and severally:

- 5 1. Compensatory damages in the sum of \$8,300,000;
- 6 2. Prejudgment interest at the rate of 7 (seven) percent in the amount of
7 \$7,334,038.99;
- 8 3. Punitive damages in the sum of \$8,300,000,
- 9 4. And interest thereon at the rate of ten percent per annum from the date of the
10 verdict until paid together with costs and disbursements.

11
12 It further appearing by reason of said special verdict that Plaintiff Joseph Vago is entitled
13 to judgment against Defendants Leslie Klein and Leslie Klein & Associates.

14 NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that said Joseph
15 Vago shall have and recover from Defendants, jointly and severally:

- 16 1. \$400,000 for emotional distress
- 17 2. And interest thereon at the rate of ten percent per annum from the date of the
18 verdict until paid together with costs and disbursements.

19
20 The total amount of the judgment against Defendants jointly and severally is
21 \$24,334,038.99.

22
23 Dated: 12/02/2022



Terry Green

Terry Green / Judge

Hon. Terry Green
Judge of the Superior Court

1 DATED: November 15, 2022

PROCEL LAW, PC



By: _____

BRIAN PROCEL
Attorneys for Plaintiffs
JOSEPH VAGO and ERICA VAGO

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address 401 Wilshire Boulevard, 12th Floor, Santa Monica, California 90401.

On November 15, 2022, I served true copies of the following document(s) described as:

[PROPOSED] JUDGMENT ON SPECIAL VERDICT

on the interested parties in this action as follows:

SERVICE LIST

Jeffrey A. Slott	<i>Attorneys for Defendants</i>
LAW OFFICES OF JEFFREY A. SLOTT, APC	
15760 Ventura Blvd., Suite 1600	LESLIE KLEIN and
Encino, CA 91436	LES KLEIN & ASSOCIATES, INC.
Telephone: (818) 995-1955	
Facsimile: (818) 995-0955	
Email: jslott@aol.com	

BY E-MAIL: I caused a copy of the document(s) to be sent from e-mail address johnpark@procel-law.com to the person(s) at the e-mail address(es) listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 15, 2022, at Santa Monica, California.

/s/ Brian Procel
Brian Procel

EXHIBIT 3

EXHIBIT 3

**United States Bankruptcy Court
Central District of California**

In re Leslie Klein

Debtor(s)

Case No. 2:23-bk-10990-SK

Chapter 11

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
---	----------------	----------------------	------------------

-NONE-

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, Leslie Klein, am the named debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date

3/8/2023

Signature

Leslie Klein

Leslie Klein

*Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.*

Fill in this information to identify your case:

Debtor 1	Leslie Klein		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number	2:23-bk-10990-SK		
(if known)			

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

		Your assets
		Value of what you own
1. Schedule A/B: Property (Official Form 106A/B)		
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$	12,250,000.00
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$	2,044,000.00
1c. Copy line 63, Total of all property on Schedule A/B.....	\$	14,294,000.00

Part 2: Summarize Your Liabilities

		Your liabilities
		Amount you owe
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)		
2a. Copy the total you listed in Column A, Amount of claim, at the bottom of the last page of Part 1 of Schedule D...	\$	31,564,856.56
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)		
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of Schedule E/F.....	\$	0.00
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of Schedule E/F.....	\$	97,928.00
Your total liabilities		\$ 31,662,784.56

Part 3: Summarize Your Income and Expenses

4. Schedule I: Your Income (Official Form 106I)		
Copy your combined monthly income from line 12 of Schedule I.....	\$	17,633.00
5. Schedule J: Your Expenses (Official Form 106J)		
Copy your monthly expenses from line 22c of Schedule J.....	\$	9,552.00

Part 4: Answer These Questions for Administrative and Statistical Records

6. Are you filing for bankruptcy under Chapters 7, 11, or 13?
- ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
- ☒ Yes
7. What kind of debt do you have?
- ☐ Your debts are primarily consumer debts. Consumer debts are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
- ☒ Your debts are not primarily consumer debts. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

Debtor 1 Leslie KleinCase number (if known) 2:23-bk-10990-SK

8. From the **Statement of Your Current Monthly Income**: Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ _____

9. Copy the following special categories of claims from Part 4, line 6 of **Schedule E/F**:

From Part 4 on Schedule E/F, copy the following:

9a. Domestic support obligations (Copy line 6a.)

Total claim

\$ _____

9b. Taxes and certain other debts you owe the government. (Copy line 6b.)

\$ _____

9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)

\$ _____

9d. Student loans. (Copy line 6f.)

\$ _____

9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)

\$ _____

9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)

+\$ _____

9g. **Total.** Add lines 9a through 9f.

\$ _____

Fill in this information to identify your case and this filing:

Debtor 1	Leslie Klein		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA			
Case number	2:23-bk-10990-SK		

☐ Check if this is an amended filing

Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

322 N. June Street

Street address, if available, or other description

Los Angeles **CA** **90004-0000**

City State ZIP Code

Los Angeles

County

What is the property? Check all that apply

- ☒ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other

Who has an interest in the property? Check one

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☒ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Debtor's principal residence; paid in full. The property is held in the marital deduction trust. The Debtor's current spouse, Barbara Klein, has a life estate interest in the residence.

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
\$4,900,000.00	\$2,450,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

50% is held in by Debtor and 50% held by his Erika's irrevocable marital deduction trust

☐ Check if this is community property (see instructions)

Debtor 1 **Leslie Klein**Case number (if known) **2:23-bk-10990-SK****If you own or have more than one, list here:**

1.2

315 N. Martel Avenue

Street address, if available, or other description

Los Angeles CA 90036-0000

City State ZIP Code

Los Angeles

County

What is the property? Check all that apply

- ☒ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another _____

Other information you wish to add about this item, such as local property identification number:

Single family residence; rental property. Debtor collects \$5,500/month.Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$2,500,000.00

Current value of the portion you own?

\$2,500,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

100%☐ Check if this is community property (see instructions)**If you own or have more than one, list here:**

1.3

143 S. Highland Drive

Street address, if available, or other description

Los Angeles CA 90036-0000

City State ZIP Code

Los Angeles

County

What is the property? Check all that apply

- ☒ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another _____

Other information you wish to add about this item, such as local property identification number:

Single family residence; rental property. Debtor collects \$4,000 per month in rental income.Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$2,200,000.00

Current value of the portion you own?

\$2,200,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

100%☐ Check if this is community property (see instructions)

Debtor 1 **Leslie Klein**Case number (if known) **2:23-bk-10990-SK****If you own or have more than one, list here:**

1.4

161 N. Poinsettia Place

Street address, if available, or other description

Los Angeles CA 90036-0000

City State ZIP Code

Los Angeles

County

What is the property? Check all that apply

- ☒ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another _____

Other information you wish to add about this item, such as local property identification number:

Single family residence; rental property. Debtor collects \$3,000 per month rental income.Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$2,000,000.00

Current value of the portion you own?

\$2,000,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

100%☐ Check if this is community property (see instructions)

1.5

If you own or have more than one, list here:**2560-B Whitewater Club Drive**

Street address, if available, or other description

Palm Springs CA 92262-0000

City State ZIP Code

Riverside

County

What is the property? Check all that apply

- ☐ Single-family home
☐ Duplex or multi-unit building
☒ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another _____

Other information you wish to add about this item, such as local property identification number:

A condo with 2 bedrooms and 2 bathrooms; vacation home.Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$350,000.00

Current value of the portion you own?

\$350,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

100%☐ Check if this is community property (see instructions)

Debtor 1 **Leslie Klein**Case number (if known) **2:23-bk-10990-SK****If you own or have more than one, list here:**

1.6

3752 Ocean Drive

Street address, if available, or other description

Oxnard CA 93035-0000

City State ZIP Code

Ventura

County

What is the property? Check all that apply

- ☒ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Single family home; vacation home.Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$2,400,000.00

Current value of the portion you own?

\$2,400,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

100%☐ Check if this is community property (see instructions)**If you own or have more than one, list here:**

1.7

Leonardo Plaza Hotel Jerusalem

Street address, if available, or other description

Jerusalem

City State ZIP Code

Israel

County

What is the property? Check all that apply

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☒ Investment property
☐ Timeshare
☒ Other **Unit in a hotel**

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Debtor owns a unit in the Leanoardo Plaza Hotel. Vacation home.Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$500,000.00

Current value of the portion you own?

\$250,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

50% by Debtor and 50% by deceased wife's irrevocable trust☐ Check if this is community property (see instructions)

Debtor 1 Leslie KleinCase number (if known) 2:23-bk-10990-SK**If you own or have more than one, list here:**

1.8

Dan Boutique Hotel Jerusalem

Street address, if available, or other description

Jerusalem

City

State

ZIP Code

Israel

County

What is the property? Check all that apply

- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☒ Other Unit in a hotel

Who has an interest in the property? Check one

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Debtor owns a unit in the Leanoardo Plaza Hotel. Vacation home.Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.Current value of the entire property?
\$200,000.00Current value of the portion you own?
\$100,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

50% by Debtor and 50% by deceased spouse's irrevocable trust☐ Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$12,250,000.00**Part 2: Describe Your Vehicles**Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

☐ No☒ Yes

- 3.1 Make:
- Lexus

Model: LS500Year: 2021Approximate mileage: n/a

Other information:

Leased vehicle. Monthly payment is \$1,319.00.**Who has an interest in the property?** Check one

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$0.00

Current value of the portion you own?

\$0.00

- 3.2 Make:
- Lexus

Model: LSYear: 2021Approximate mileage: n/a

Other information:

Leased vehicle. Debtor's spouses drives this vehicle. Monthly payment is \$500.**Who has an interest in the property?** Check one

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$0.00

Current value of the portion you own?

\$0.00

Debtor 1 **Leslie Klein**Case number (if known) **2:23-bk-10990-SK**

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

☒ No☐ Yes

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$0.00**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

6. **Household goods and furnishings**

Examples: Major appliances, furniture, linens, china, kitchenware☐ No☒ Yes. Describe.....

Debtor's residence: Debtor's residence: Couches, coffee tables, dining room table with chairs, mattresses with bedframes, wall mirrors, desk with chairs, lamps, rugs, dressers, kitchen table, patio furniture, cabinets, refrigerators, and other household goods and furnishings

\$8,000.00

2560-B Whitewater Club Drive, Palm Spring vacation home: living room sofa, table, chairs, dining room table and chairs, TV, phone, kitchen appliances, china, beds and side tables, mirrors, paintings, and miscellaneous household goods and furnishings.

\$5,000.00

3752 Ocean Drive, Oxnard CA vacation home: living room sofa, table, chairs, dining room table and chairs, TV, phone, kitchen appliances, china, beds and side tables, mirrors, paintings, and miscellaneous household goods and furnishings.

\$5,000.00

7. **Electronics**

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games☐ No☒ Yes. Describe.....**TVs, phones, computers****\$3,000.00**

8. **Collectibles of value**

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles☐ No☒ Yes. Describe.....**Books and art objects****\$4,000.00**

9. **Equipment for sports and hobbies**

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments☐ No☒ Yes. Describe.....

Debtor 1 Leslie KleinCase number (if known) 2:23-bk-10990-SKSports and Hobby equipment\$2,000.00**10. Firearms***Examples:* Pistols, rifles, shotguns, ammunition, and related equipment☒ No☐ Yes. Describe.....**11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☒ Yes. Describe.....Debtor's residence: Clothes and shoes\$2,000.00**12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver☐ No☒ Yes. Describe.....Debtor's residence: Furs, diamond ring, gold necklace, diamond earrings, gold rings and costume jewelry\$20,000.00**13. Non-farm animals***Examples:* Dogs, cats, birds, horses☒ No☐ Yes. Describe.....**14. Any other personal and household items you did not already list, including any health aids you did not list**☒ No☐ Yes. Give specific information.....**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here**\$49,000.00**Part 4: Describe Your Financial Assets****Do you own or have any legal or equitable interest in any of the following?****Current value of the portion you own?**
Do not deduct secured claims or exemptions.**16. Cash***Examples:* Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition☒ No☐ Yes.....**17. Deposits of money***Examples:* Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.☐ No☒ Yes.....

Institution name:

17.1. Checking account
ending in 9401Bank of America\$4,000.00

Debtor 1 Leslie KleinCase number (if known) 2:23-bk-10990-SK**18. Bonds, mutual funds, or publicly traded stocks***Examples: Bond funds, investment accounts with brokerage firms, money market accounts*☒ No☐ Yes..... Institution or issuer name:**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**☐ No☒ Yes. Give specific information about them.....

Name of entity:

% of ownership:

Debtor has a 100% ownership interest in Bay Area Development, Co. Bay Area Development, Co. filed a chapter 11 bankruptcy petition on 9/12/2022, Case No.: 2:22-bk-15031-SK. On December 6, 2022, Bay Area entered into a stipulation with its secured creditor Scott Capital Management Fund 1, LLC and OUST to dismiss the case. The order dismissing the case with a 180 day bar (due to pending RFS motion) was entered on 12/6/2022. The real property owned by Bay Area Development, Co. went into foreclosure. The company currently does not own any assets.

100% %\$0.00

Debtor has a membership interest in Life Capital Group, LLC, which is an investment company. The LLC buys insurance policies on other people's lives and upon passing, the LLC collects the funds and makes a distribution to its members.

5% membership interest %Unknown**20. Government and corporate bonds and other negotiable and non-negotiable instruments***Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.**Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.*☒ No☐ Yes. Give specific information about them

Issuer name:

21. Retirement or pension accounts*Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans*☒ No☐ Yes. List each account separately.

Type of account:

Institution name:

22. Security deposits and prepayments*Your share of all unused deposits you have made so that you may continue service or use from a company**Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others*☒ No☐ Yes.

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)☒ No☐ Yes..... Issuer name and description.**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.***26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).*☒ No☐ Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**☐ No

Debtor 1 **Leslie Klein**Case number (if known) **2:23-bk-10990-SK**

☒ Yes. Give specific information about them...

Klein Living Trust dated April 8, 1990. The Settlers of the Trust are Leslie Klein and Erika Noemi Klein, husband and wife. Erika Klein passed away several years ago, and pursuant to the trust provision, Erika Klein's interest in the assets is now in an irrevocable trust ("Marital Deduction Trust"). The assets of the trust are listed on Schedule A/B, item #1 for each property that is part of the Trust.

\$0.00**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property**

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No

☐ Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No

☐ Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

☒ No

☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

☐ Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☐ No

☒ Yes. Give specific information..

Isaac Kirzner. Debtor entered into an agreement with Isaac Kirzner whereby he paid the insurance premiums for Mr. Kirzner, and upon Mr. Kirzner's passing, the Debtor would receive \$1 Million.

\$1,000,000.00

Judith Bittman. Debtor entered into an agreement with Judith Bittman whereby he paid the insurance premiums for Ms. Bittman and upon Ms. Bittman's passing, the Debtor would receive \$1 Million.

\$1,000,000.00**31. Interests in insurance policies**

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☒ No

☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

Debtor 1 Leslie KleinCase number (if known) 2:23-bk-10990-SK**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No☐ Yes. Give specific information..**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment***Examples: Accidents, employment disputes, insurance claims, or rights to sue*☒ No☐ Yes. Describe each claim.....**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**☒ No☐ Yes. Describe each claim.....**35. Any financial assets you did not already list**☒ No☐ Yes. Give specific information..**36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....****\$2,004,000.00****Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.****37. Do you own or have any legal or equitable interest in any business-related property?**☒ No. Go to Part 6.☐ Yes. Go to line 38.**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**

If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?☒ No. Go to Part 7.☐ Yes. Go to line 47.**Part 7: Describe All Property You Own or Have an Interest In That You Did Not List Above****53. Do you have other property of any kind you did not already list?***Examples: Season tickets, country club membership*☒ No☐ Yes. Give specific information.....**54. Add the dollar value of all of your entries from Part 7. Write that number here****\$0.00**

Debtor 1 Leslie KleinCase number (if known) 2:23-bk-10990-SK**Part 8:** List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		<u>\$12,250,000.00</u>
56. Part 2: Total vehicles, line 5	<u>\$0.00</u>	
57. Part 3: Total personal and household items, line 15	<u>\$49,000.00</u>	
58. Part 4: Total financial assets, line 36	<u>\$2,004,000.00</u>	
59. Part 5: Total business-related property, line 45	<u>\$0.00</u>	
60. Part 6: Total farm- and fishing-related property, line 52	<u>\$0.00</u>	
61. Part 7: Total other property not listed, line 54	+ <u>\$0.00</u>	
62. Total personal property. Add lines 56 through 61...	<u>\$2,053,000.00</u>	Copy personal property total <u>\$2,053,000.00</u>
63. Total of all property on Schedule A/B. Add line 55 + line 62		<div style="border: 1px solid black; padding: 5px; display: inline-block;"><u>\$14,303,000.00</u></div>

Fill in this information to identify your case:

Debtor 1	Leslie Klein		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number	2:23-bk-10990-SK		
(if known)			

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/22

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
322 N. June Street Los Angeles, CA 90004 Los Angeles County Debtor's principal residence; paid in full. The property is held in the marital deduction trust. The Debtor's current spouse, Barbara Klein, has a life estate interest in the residence. Line from <i>Schedule A/B</i> : 1.1	\$2,450,000.00	<input checked="" type="checkbox"/> \$678,391.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.730
Debtor's residence: Debtor's residence: Couches, coffee tables, dining room table with chairs, mattresses with bedframes, wall mirrors, desk with chairs, lamps, rugs, dressers, kitchen table, patio furniture, cabinets, refrigerators, and other household g Line from <i>Schedule A/B</i> : 6.1	\$8,000.00	<input checked="" type="checkbox"/> \$8,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
TVs, phones, computers Line from <i>Schedule A/B</i> : 7.1	\$3,000.00	<input checked="" type="checkbox"/> \$3,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020

Debtor 1 **Leslie Klein**

Case number (if known) **2:23-bk-10990-SK**

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim <i>Check only one box for each exemption.</i>	Specific laws that allow exemption
---	---	--	------------------------------------

Books and art objects Line from <i>Schedule A/B</i> : 8.1	<u>\$4,000.00</u>	<input checked="" type="checkbox"/> <u>\$0.00</u>	C.C.P. § 704.040
---	-------------------	---	------------------

☐ 100% of fair market value, up to
any applicable statutory limit

Sports and Hobby equipment Line from <i>Schedule A/B</i> : 9.1	<u>\$2,000.00</u>	<input checked="" type="checkbox"/> <u>\$2,000.00</u>	C.C.P. § 704.020
--	-------------------	---	------------------

☐ 100% of fair market value, up to
any applicable statutory limit

Debtor's residence: Clothes and shoes Line from <i>Schedule A/B</i> : 11.1	<u>\$2,000.00</u>	<input checked="" type="checkbox"/> <u>\$2,000.00</u>	C.C.P. § 704.020
--	-------------------	---	------------------

☐ 100% of fair market value, up to
any applicable statutory limit

Debtor's residence: Furs, diamond ring, gold necklace, diamond earrings, gold rings and costume jewelry Line from <i>Schedule A/B</i> : 12.1	<u>\$20,000.00</u>	<input checked="" type="checkbox"/> <u>\$9,525.00</u>	C.C.P. § 704.040
--	--------------------	---	------------------

☐ 100% of fair market value, up to
any applicable statutory limit

3. Are you claiming a homestead exemption of more than \$189,050?
(Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.)

☐ No

☒ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☒ No

☐ Yes

Fill in this information to identify your case:

Debtor 1	Leslie Klein		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)	2:23-bk-10990-SK		

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion if any
2.1 CCO Mortgage Corp. <small>Creditor's Name</small> Attn: Bankruptcy 10561 Telegraph Rd Glen Allen, VA 23059 <small>Number, Street, City, State & Zip Code</small>	\$19,372.00	\$2,400,000.00	\$0.00
Describe the property that secures the claim: 3752 Ocean Drive Oxnard, CA 93035 Ventura County Single family home; vacation home.			
As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed			
Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit			
<input checked="" type="checkbox"/> Other (including a right to offset) Secured Line of Credit			
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt			
Opened 05/05 Last Active 1/09/23			
Date debt was incurred		Last 4 digits of account number 1428	

Debtor 1 **Leslie Klein** Case number (if known) **2:23-bk-10990-SK**
First Name Middle Name Last Name

2.2 Chase Mortgage Describe the property that secures the claim: **\$138,719.00** **\$350,000.00** **\$0.00**
Creditor's Name

BK Department
Mail Code LA4 5555 700
Kansas Ln
Monroe, LA 71203

Number, Street, City, State & Zip Code

2560-B Whitewater Club Drive Palm Springs, CA 92262 Riverside County

A condo with 2 bedrooms and 2 bathrooms; vacation home.

As of the date you file, the claim is: Check all that apply.

☐ Contingent

☐ Unliquidated

☐ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured car loan)

☐ Statutory lien (such as tax lien, mechanic's lien)

☐ Judgment lien from a lawsuit

☒ Other (including a right to offset) **Deed of Trust**

Who owes the debt? Check one.

☒ Debtor 1 only

☐ Debtor 2 only

☐ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Opened
07/05 Last
Active

Date debt was incurred **8/23/22** Last 4 digits of account number **2700**

2.3 Ericka and Joseph Vago Describe the property that secures the claim: **\$24,334,038.99** **\$0.00** **\$24,334,038.99**
Creditor's Name

c/o Brian Procel
Procel Law
401 Wilshire Blvd., 12th Floor
Santa Monica, CA 90401

Number, Street, City, State & Zip Code

Assets of the Debtor

As of the date you file, the claim is: Check all that apply.

☐ Contingent

☐ Unliquidated

☒ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured car loan)

☐ Statutory lien (such as tax lien, mechanic's lien)

☒ Judgment lien from a lawsuit

☒ Other (including a right to offset) **Notice of Judgment Lien**

Who owes the debt? Check one.

☒ Debtor 1 only

☐ Debtor 2 only

☐ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred **July 2020** Last 4 digits of account number **5050**

Debtor 1 **Leslie Klein** Case number (if known) **2:23-bk-10990-SK**
First Name Middle Name Last Name

2.4 Fay Servicing LLC Creditor's Name Attn: Bankruptcy Dept Po Box 809441 Chicago, IL 60680 Number, Street, City, State & Zip Code	Describe the property that secures the claim: 3752 Ocean Drive Oxnard, CA 93035 Ventura County Single family home; vacation home. As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) 1st Deed of Trust	\$712,265.00 \$2,400,000.00 \$0.00
---	---	---

Who owes the debt? Check one.
☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Opened
10/13/04
Last Active
08/20

Date debt was incurred **08/20** **Last 4 digits of account number** **9505**

2.5 Fay Servicing LLC Creditor's Name Attn: Bankruptcy Dept Po Box 809441 Chicago, IL 60680 Number, Street, City, State & Zip Code	Describe the property that secures the claim: 3752 Ocean Drive Oxnard, CA 93035 Ventura County Single family home; vacation home. As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) 2nd Deed of Trust	\$327,886.00 \$2,400,000.00 \$0.00
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Who owes the debt? Check one.
☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Opened
11/04 **Last Active**
8/09/22

Date debt was incurred **8/09/22** **Last 4 digits of account number** **9492**

Debtor 1 <u>Leslie Klein</u>		Case number (if known) <u>2:23-bk-10990-SK</u>	
<small>First Name</small>	<small>Middle Name</small>	<small>Last Name</small>	
2.6 Fiore Racobs & Powers		Describe the property that secures the claim:	
<small>Creditor's Name</small> c/o Palm Springs Country Club HOA 6820 Indiana Ave., Ste 140 6820 Indiana Ave., Ste 140 Riverside, CA 92506		\$49,436.57 \$350,000.00 \$0.00	
<small>Number, Street, City, State & Zip Code</small>		2560-B Whitewater Club Drive Palm Springs, CA 92262 Riverside County A condo with 2 bedrooms and 2 bathrooms; vacation home.	
Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input checked="" type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt		As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <u>HOA Assessments</u>	
Date debt was incurred <u>2020 - 2023</u>		Last 4 digits of account number <u>4460</u>	

2.7 Gestetner Charitable Remainder Trus		Describe the property that secures the claim:	
<small>Creditor's Name</small> c/o Andor Gestetner 1425 55th Street Brooklyn, NY 11219		\$2,000,000.00 Unknown Unknown	
<small>Number, Street, City, State & Zip Code</small>		Debtor has a membership interest in Life Capital Group, LLC, which is an investment company. The LLC buys insurance policies on other people's lives and upon passing, the LLC collects the funds and makes a distribution to its members. 5% m	
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt		As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <u>UCC Financing</u>	
Date debt was incurred <u>5/14/2021</u>		Last 4 digits of account number <u>3629</u>	

Debtor 1 **Leslie Klein**

First Name

Middle Name

Last Name

Case number (if known)

2:23-bk-10990-SK

2.8

Los Angeles County Tax Collector

Creditor's Name

**Bankruptcy Unit
PO Box 54110
Los Angeles, CA
90054-0027**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

**322 N. June Street Los Angeles, CA
90004 Los Angeles County
Debtor's principal residence; paid in
full. The property is held in the
marital deduction trust. The
Debtor's current spouse, Barbara
Klein, has a life estate interest in the
res**

As of the date you file, the claim is: Check all that
apply.

☐ Contingent

☐ Unliquidated

☐ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured
car loan)

☐ Statutory lien (such as tax lien, mechanic's lien)

☐ Judgment lien from a lawsuit

☒ Other (including a right to offset)

Property Taxes

\$15,000.00

\$4,900,000.00

\$0.00

Who owes the debt? Check one.

☒ Debtor 1 only

☐ Debtor 2 only

☐ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim relates to a
community debt

Date debt was incurred **2022 - 2023**

Last 4 digits of account number **3008**

2.9

Mrc/united Wholesale M

Creditor's Name

**Attn: Bankruptcy
P. O. Box 619098
Dallas, TX 75261**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

**161 N. Poinsettia Place Los
Angeles, CA 90036 Los Angeles
County
Single family residence; rental
property. Debtor collects \$3,000 per
month rental income.**

As of the date you file, the claim is: Check all that
apply.

☐ Contingent

☐ Unliquidated

☐ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured
car loan)

☐ Statutory lien (such as tax lien, mechanic's lien)

☐ Judgment lien from a lawsuit

☒ Other (including a right to offset)

Deed of Trust

\$954,432.00

\$2,000,000.00

\$0.00

Who owes the debt? Check one.

☒ Debtor 1 only

☐ Debtor 2 only

☐ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim relates to a
community debt

**Opened
05/05 Last
Active**

Date debt was incurred **11/17/22**

Last 4 digits of account number **2120**

Debtor 1 **Leslie Klein** Case number (if known) **2:23-bk-10990-SK**
First Name Middle Name Last Name

<div>2.1 0</div> <div>Selene Finance Creditor's Name</div> <div>Attn: Bankruptcy Po Box 8619 Philadelphia, PA 19101 Number, Street, City, State & Zip Code</div> <div>Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt</div> <div>Opened 08/18 Last Active Date debt was incurred 6/22/21</div>	<div>Describe the property that secures the claim: 315 N. Martel Avenue Los Angeles, CA 90036 Los Angeles County Single family residence; rental property. Debtor collects \$5,500/month.</div> <div>As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <u>Deed of Trust</u></div> <div>\$1,755,385.00 \$2,500,000.00 \$0.00</div> <div>Last 4 digits of account number 8372</div>
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<div>2.1 1</div> <div>Shellpoint Mortgage Servicing Creditor's Name</div> <div>Attn: Bankruptcy Po Box 10826 Greenville, SC 29603 Number, Street, City, State & Zip Code</div> <div>Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt</div> <div>Opened 04/19 Last Active Date debt was incurred 12/27/22</div>	<div>Describe the property that secures the claim: 143 S. Highland Drive Los Angeles, CA 90036 Los Angeles County Single family residence; rental property. Debtor collects \$4,000 per month in rental income.</div> <div>As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <u>Deed of Trust</u></div> <div>\$1,213,516.00 \$2,200,000.00 \$0.00</div> <div>Last 4 digits of account number 4516</div>
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Debtor 1 **Leslie Klein** Case number (if known) **2:23-bk-10990-SK**

First Name Middle Name Last Name

2.1 2	Toyota Financial Services <small>Creditor's Name</small> Attn: Bankruptcy Po Box 259001 Plano, TX 75025 <small>Number, Street, City, State & Zip Code</small>	Describe the property that secures the claim: \$34,318.00 <div style="border: 1px solid black; padding: 2px;"> 2021 Lexus LS500 n/a miles Leased vehicle. Monthly payment is \$1,319.00. </div> As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) Auto Lease	\$0.00 \$34,318.00
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Who owes the debt? Check one.
☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Opened **05/21** Last **Active**

Date debt was incurred **3/18/22** Last 4 digits of account number **X788**

2.1 3	Toyota Financial Services <small>Creditor's Name</small> Attn: Bankruptcy Po Box 259001 Plano, TX 75025 <small>Number, Street, City, State & Zip Code</small>	Describe the property that secures the claim: \$10,488.00 <div style="border: 1px solid black; padding: 2px;"> 2021 Lexus LS n/a miles Leased vehicle. Debtor's spouses drives this vehicle. Monthly payment is \$500. </div> As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) Auto Lease	\$0.00 \$10,488.00
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Who owes the debt? Check one.
☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Opened **06/21** Last **Active**

Date debt was incurred **6/01/22** Last 4 digits of account number **Y582**

Add the dollar value of your entries in Column A on this page. Write that number here:
 If this is the last page of your form, add the dollar value totals from all pages.
 Write that number here:

\$31,564,856.56

\$31,564,856.56

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Debtor 1 **Leslie Klein**

First Name

Middle Name

Last Name

Case number (if known)

2:23-bk-10990-SK

[]

Name, Number, Street, City, State & Zip Code

Andor Gestetner

c/o Law Offices of Jacob Unger

5404 Whitsett Ave Ste. 182

Valley Village, CA 91607

On which line in Part 1 did you enter the creditor? **2.7**

Last 4 digits of account number ____

[]

Name, Number, Street, City, State & Zip Code

Ericka and Joseph Vago

124 N. Highland Ave

Sherman Oaks, CA 91423

On which line in Part 1 did you enter the creditor? **2.3**

Last 4 digits of account number ____

Fill in this information to identify your case:

Debtor 1 Leslie Klein
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 2:23-bk-10990-SK
(if known)

☐ Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims against you?

- ☒ No. Go to Part 2.
☐ Yes.

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. Do any creditors have nonpriority unsecured claims against you?

- ☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.
☒ Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

		Total claim
4.1	Bank of America Nonpriority Creditor's Name Attn: Bankruptcy 4909 Savarese Circle Tampa, FL 33634 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number <u>8296</u> Opened 09/16 Last Active 02/23 When was the debt incurred? As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <u>Credit Card</u>
		<u>\$7,450.00</u>

Debtor 1 **Leslie Klein**

Case number (if known)

2:23-bk-10990-SK

4.2	Bank of America Nonpriority Creditor's Name Attn: Bankruptcy 4909 Savarese Circle Tampa, FL 33634 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 6416 When was the debt incurred? Opened 04/89 Last Active 02/23 As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Credit Card	\$1,566.00
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4.3	Barclays Bank Delaware Nonpriority Creditor's Name Attn: Bankruptcy Po Box 8801 Wilmington, DE 19899 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 0647 When was the debt incurred? Opened 05/09 Last Active 1/11/23 As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Credit Card	\$8,896.00
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4.4	California Bank & Trust Nonpriority Creditor's Name Po Box 711510 Santee, CA 92072 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 9505 When was the debt incurred? Opened 02/83 Last Active 02/23 As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Credit Card	\$1,695.00
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Debtor 1 **Leslie Klein**

Case number (if known)

2:23-bk-10990-SK

4.5	Chase Card Services Nonpriority Creditor's Name Attn: Bankruptcy P.O. 15298 Wilmington, DE 19850 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 4280 Opened 06/18 Last Active 5/07/21 When was the debt incurred? As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Credit Card	\$22,278.00
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4.6	Chase Card Services Nonpriority Creditor's Name Attn: Bankruptcy P.O. 15298 Wilmington, DE 19850 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 1527 Opened 08/18 Last Active 03/21 When was the debt incurred? As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Credit Card	\$22,095.00
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4.7	Chase Card Services Nonpriority Creditor's Name Attn: Bankruptcy Po Box 15298 Wilmington, DE 19850 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 9155 Opened 09/02 Last Active 02/23 When was the debt incurred? As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Credit Card	\$17,555.00
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Debtor 1 **Leslie Klein**

Case number (if known)

2:23-bk-10990-SK

4.8	Chase Card Services Nonpriority Creditor's Name Attn: Bankruptcy P.O. 15298 Wilmington, DE 19850 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 2050 When was the debt incurred? Opened 01/89 Last Active 1/22/23 As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Credit Card	\$15,112.00
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4.9	Citibank Nonpriority Creditor's Name Attn: Bankruptcy P.O. Box 790034 St Louis, MO 63179 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 3837 When was the debt incurred? Opened 11/90 Last Active 8/12/22 As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Credit Card	\$1,281.00
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4.1 0	Franklin H. Menlo Irrevocable Trust Nonpriority Creditor's Name c/o Willkie Farr & Gallagher LLP Attn: Alex M. Weingarten, Esq. 2029 Century Park East, Suite 3400 Los Angeles, CA 90067 Number Street City State Zip Code Who incurred the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input checked="" type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 6769 When was the debt incurred? 2012 As of the date you file, the claim is: Check all that apply <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify pending litigation (consolidated and related to 24 other cases)	Unknown
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Debtor 1 **Leslie Klein**

Case number (if known)

2:23-bk-10990-SK

4.1
1

Jeffrey Siegel, Successor Trustee

Last 4 digits of account number **2432**

Unknown

Nonpriority Creditor's Name

**of the Hubert Scott Trust
c/o Oldman, Cooley, Sallus
16133 Ventura Blvd., Penthouse
Suit
Encino, CA 91436-2408**

When was the debt incurred? **2017**

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only

☐ Debtor 2 only

☐ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No

☐ Yes

As of the date you file, the claim is: Check all that apply

☒ Contingent

☒ Unliquidated

☒ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims

☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **pending litigation**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address

**Oldman, Cooley, and Sallus
16133 Ventura Blvd., Penthouse Suit
Encino, CA 91436-2408**

On which entry in Part 1 or Part 2 did you list the original creditor?

Line **4.10** of (Check one):

☐ Part 1: Creditors with Priority Unsecured Claims

☒ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim	
Total claims from Part 1	6a. Domestic support obligations	6a. \$	0.00
	6b. Taxes and certain other debts you owe the government	6b. \$	0.00
	6c. Claims for death or personal injury while you were intoxicated	6c. \$	0.00
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d. \$	0.00
	6e. Total Priority. Add lines 6a through 6d.	6e. \$	0.00
Total claims from Part 2	6f. Student loans	6f. \$	0.00
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g. \$	0.00
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h. \$	0.00
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i. \$	97,928.00
	6j. Total Nonpriority. Add lines 6f through 6i.	6j. \$	97,928.00

Fill in this information to identify your case:

Debtor 1	Leslie Klein		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)	2:23-bk-10990-SK		

☐ Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. Do you have any executory contracts or unexpired leases?
☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
☒ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).
2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease
Name, Number, Street, City, State and ZIP Code

State what the contract or lease is for

2.1 Chase Doe
143 S. Highland Drive
Los Angeles, CA 90036

Month to month residential lease agreement with the Debtor for 143 S. Highland Drive, Los Angeles rental property. Debtor collects \$4,000 rental income per month.

2.2 Jacob Rummitz
315 N. Martel Avenue
Los Angeles, CA 90036

Month to month residential lease agreement with the Debtor for 315 N. Martel Avenue, Los Angeles rental property. Debtor collects \$5,500 rental income per month.

2.3 Sandra Layton
161 N. Poinsettia Place
Los Angeles, CA 90036

Month to month residential lease agreement with the Debtor for 161 N. Poinsettia Place rental property. Debtor collects \$3,000 rental income per month.

Fill in this information to identify your case:

Debtor 1	Leslie Klein		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number	2:23-bk-10990-SK		
(if known)			

☐ Check if this is an amended filing

Official Form 106H Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- ☐ No
☒ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- ☐ No. Go to line 3.
☒ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

- ☐ No
☒ Yes.

In which community state or territory did you live? -NONE-. Fill in the name and current address of that person.

Name of your spouse, former spouse, or legal equivalent
Number, Street, City, State & Zip Code

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor
Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt
Check all schedules that apply:

3.1 **Leslie Klein & Associates, Inc.**
c/o Parker Milliken
555 Flower Street
Los Angeles, CA 90071

☐ Schedule D, line _____
☒ Schedule E/F, line 4.10
☐ Schedule G _____
Franklin H. Menlo Irrevocable Trust

Fill in this information to identify your case:

Debtor 1 Leslie Klein

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 2:23-bk-10990-SK
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Employment status

Debtor 1

- ☒ Employed
- ☐ Not employed

Debtor 2 or non-filing spouse

- ☐ Employed
- ☒ Not employed

Occupation

Attorney

Include part-time, seasonal, or self-employed work.

Employer's name

Leslie Klein & Associates, Inc.

Occupation may include student or homemaker, if it applies.

Employer's address

14245 Ventura Blvd., #301
Sherman Oaks, CA 91423

How long employed there? 50 years

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

For Debtor 1

For Debtor 2 or
non-filing spouse

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

2. \$ 0.00 \$ 0.00

3. Estimate and list monthly overtime pay.

3. +\$ 0.00 +\$ 0.00

4. Calculate gross income. Add line 2 + line 3.

4. \$ 0.00 \$ 0.00

Debtor 1 **Leslie Klein**

Case number (if known) **2:23-bk-10990-SK**

	For Debtor 1	For Debtor 2 or non-filing spouse
4. Copy line 4 here	\$ 0.00	\$ 0.00
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	\$ 0.00	\$ 0.00
5b. Mandatory contributions for retirement plans	\$ 0.00	\$ 0.00
5c. Voluntary contributions for retirement plans	\$ 0.00	\$ 0.00
5d. Required repayments of retirement fund loans	\$ 0.00	\$ 0.00
5e. Insurance	\$ 0.00	\$ 0.00
5f. Domestic support obligations	\$ 0.00	\$ 0.00
5g. Union dues	\$ 0.00	\$ 0.00
5h. Other deductions. Specify:	\$ 0.00	\$ 0.00
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ 0.00	\$ 0.00
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	\$ 0.00	\$ 0.00
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ 1,800.00	\$ 0.00
8b. Interest and dividends	\$ 0.00	\$ 0.00
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ 0.00	\$ 0.00
8d. Unemployment compensation	\$ 0.00	\$ 0.00
8e. Social Security	\$ 3,333.00	\$ 0.00
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	\$ 0.00	\$ 0.00
8g. Pension or retirement income	\$ 0.00	\$ 0.00
8h. Other monthly income. Specify: Rental Income from Martel Property Rental Income from Highland Property Rental Income from Poinsettia Property	\$ 5,500.00 \$ 4,000.00 \$ 3,000.00	\$ 0.00 \$ 0.00 \$ 0.00
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ 17,633.00	\$ 0.00
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ 17,633.00 + \$ 0.00 = \$ 17,633.00	
11. State all other regular contributions to the expenses that you list in <i>Schedule J</i> . Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in <i>Schedule J</i> . Specify:		\$ 0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		\$ 17,633.00 Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes. Explain: Debtor intends to sell one or more of his assets to be able to make the payments to his creditors and to successfully reorganize.		

Fill in this information to identify your case:

Debtor 1 Leslie Klein

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 2:23-bk-10990-SK
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☒ No. Go to line 2.

☐ Yes. Does Debtor 2 live in a separate household?

☐ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☒ No

Do not list Debtor 1 and Debtor 2.

☐ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 0.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 1,250.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 333.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 350.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 Leslie Klein

Case number (if known) 2:23-bk-10990-SK

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>1,800.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>0.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>200.00</u>
6d. Other. Specify: _____	6d. \$ <u>0.00</u>
7. Food and housekeeping supplies	7. \$ <u>2,000.00</u>
8. Childcare and children's education costs	8. \$ <u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$ <u>100.00</u>
10. Personal care products and services	10. \$ <u>100.00</u>
11. Medical and dental expenses	11. \$ <u>200.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>400.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ <u>150.00</u>
14. Charitable contributions and religious donations	14. \$ <u>0.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>0.00</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>500.00</u>
15d. Other insurance. Specify: _____	15d. \$ <u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ <u>0.00</u>
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ <u>1,319.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>500.00</u>
17c. Other. Specify: <u>Mortgage for Martel Rental</u>	17c. \$ <u>10,854.00</u>
17d. Other. Specify: <u>Mortgage for Highland Rental</u>	17d. \$ <u>10,729.00</u>
<u>Mortgage for Poinsettia Rental</u>	\$ <u>10,215.00</u>
<u>Mortgage for Whitewater Club Drive Property</u>	\$ <u>433.00</u>
<u>Property Tax for Whitewater Club Drive Property</u>	\$ <u>100.00</u>
<u>Mortgage for Ocean Drive Property</u>	\$ <u>8,813.00</u>
<u>Leonardo Plaza Hotel Maintenance Expenses</u>	\$ <u>2,500.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, <i>Schedule I, Your Income</i> (Official Form 106I).	18. \$ <u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	\$ <u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ <u>0.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>0.00</u>
21. Other: Specify: _____	21. +\$ <u>0.00</u>
22. Calculate your monthly expenses	
22a. Add lines 4 through 21.	\$ <u>52,846.00</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$ _____
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <u>52,846.00</u>
23. Calculate your monthly net income.	
23a. Copy line 12 (<i>your combined monthly income</i>) from Schedule I.	23a. \$ <u>17,633.00</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$ <u>52,846.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$ <u>-35,213.00</u>

24. Do you expect an increase or decrease in your expenses within the year after you file this form?
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

☐ No.

☒ Yes.

Explain here: Debtor intends to sell one or more of his assets to be able to make the payments to his creditors and to successfully reorganize.

Fill in this information to identify your case:			
Debtor 1	<u>Leslie Klein</u>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if filing)	_____		
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>CENTRAL DISTRICT OF CALIFORNIA</u>		
Case number (if known)	<u>2:23-bk-10990-SK</u>		

☐ Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of person _____ Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X Leslie Klein
Signature of Debtor 1
Date 3/8/2023

X _____
Signature of Debtor 2
Date _____

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

Fill in this information to identify your case:

Debtor 1	<u>Leslie Klein</u>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>CENTRAL DISTRICT OF CALIFORNIA</u>		
Case number	<u>2:23-bk-10990-SK</u>		
(if known)			

☐ Check if this is an amended filing

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

04/22

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ☒ Married
☐ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☒ No
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
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3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- ☐ No
☒ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2: Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No
☒ Yes. Fill in the details.

	Debtor 1		Debtor 2
	Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.
From January 1 of current year until the date you filed for bankruptcy:	<input type="checkbox"/> Wages, commissions, bonuses, tips	\$4,000.00	<input type="checkbox"/> Wages, commissions, bonuses, tips
	<input checked="" type="checkbox"/> Operating a business		<input type="checkbox"/> Operating a business

Debtor 1 **Leslie Klein**Case number (if known) **2:23-bk-10990-SK**

	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2022)	<input type="checkbox"/> Wages, commissions, bonuses, tips <input checked="" type="checkbox"/> Operating a business	\$24,000.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
For the calendar year before that: (January 1 to December 31, 2021)	<input type="checkbox"/> Wages, commissions, bonuses, tips <input checked="" type="checkbox"/> Operating a business	\$24,000.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

5. Did you receive any other income during this year or the two previous calendar years?
Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- ☐ No
☒ Yes. Fill in the details.

	Debtor 1 Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of income Describe below.	Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	Social Security	\$6,666.00		
	Rental Income	\$25,000.00		
For last calendar year: (January 1 to December 31, 2022)	Social Security	\$40,000.00		
	Rental Income	\$144,000.00		
For the calendar year before that: (January 1 to December 31, 2021)	Social Security	\$40,000.00		
	Rental Income	\$144,000.00		

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?
- ☒ No. Neither Debtor 1 nor Debtor 2 has primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$7,575* or more?

- ☒ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$7,575* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.

Debtor 1 Leslie Klein

Case number (if known) 2:23-bk-10990-SK

☐ Yes. Debtor 1 or Debtor 2 or both have primarily consumer debts.

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

☐ No. Go to line 7.

☐ Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
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7. Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

☒ No

☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
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8. Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?
Include payments on debts guaranteed or cosigned by an insider.

☒ No

☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
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Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?
List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

☐ No

☒ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
In re Matter of the Franklin Henry Menlo Irrevocable Trust, et al. v. Leslie Klein BP136769	Trust	Superior Court of California 111 Hill St. Los Angeles, CA 90012	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

The Scott Trust DTD 12/24/1992 - Trust BP172432	Trust	Superior Court of California 111 Hill St. Los Angeles, CA 90012	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
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Joseph Vago, Et Al vs. Leslie Klein 20STCV25050	Fraud	Superior Court of California 111 Hill St Los Angeles, CA 90012	<input type="checkbox"/> Pending <input checked="" type="checkbox"/> On appeal <input type="checkbox"/> Concluded
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Debtor 1 **Leslie Klein**

Case number (if known) **2:23-bk-10990-SK**

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied? Check all that apply and fill in the details below.

- ☐ No. Go to line 11.
☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property	Date	Value of the property
	Explain what happened		

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- ☐ No
☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- ☐ No
☐ Yes

Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- ☐ No
☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address:			

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- ☐ No
☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600	Describe what you contributed	Dates you contributed	Value
Charity's Name Address (Number, Street, City, State and ZIP Code)			

Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- ☐ No
☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i> .	Date of your loss	Value of property lost

Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition? Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- ☐ No
☐ Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment

Debtor 1 **Leslie Klein**Case number (if known) **2:23-bk-10990-SK**

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Law Offices of Michael Jay Berger 9454 Wilshire Boulevard, 6th floor Beverly Hills, CA 90212 michael.berger@bankruptcypower.com	Attorney Fees	2/15/2023 + the filing fee	\$21,738.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
Do not include any payment or transfer that you listed on line 16.

- ☒ No
☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
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18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- ☒ No
☐ Yes. Fill in the details.

Person Who Received Transfer Address	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Person's relationship to you			

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- ☒ No
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
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Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ☒ No
☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
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21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- ☒ No
☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
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Debtor 1 Leslie KleinCase number (if known) 2:23-bk-10990-SK

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- ☐ No
- ☐ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- ☐ No
- ☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- ☐ **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- ☐ **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- ☐ **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ☐ No
- ☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice

25. Have you notified any governmental unit of any release of hazardous material?

- ☐ No
- ☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☐ No
- ☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- ☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)

Debtor 1 Leslie Klein

Case number (if known) 2:23-bk-10990-SK

- ☐ A partner in a partnership
- ☐ An officer, director, or managing executive of a corporation
- ☐ An owner of at least 5% of the voting or equity securities of a corporation
- ☐ No. None of the above applies. Go to Part 12.
- ☒ Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN. Dates business existed EIN: 95-2816693 From-To
Bay Area Development, Co. 14245 Ventura Blvd Sherman Oaks, CA 91423	real estate holding company	
Life Capital Group, LLC 7223 Beverly Blvd., Suite 205 Los Angeles, CA 90036	investment company	EIN: From-To

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- ☒ No
- ☐ Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date issued
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Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Leslie Klein

Leslie Klein
Signature of Debtor 1

Date 3/8/2023

Signature of Debtor 2

Date _____

Did you attach additional pages to Your *Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- ☒ No
- ☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- ☒ No
- ☐ Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy,
and

Your debts are primarily consumer debts.
Consumer debts are defined in 11 U.S.C.
§ 101(8) as "incurred by an individual
primarily for a personal, family, or
household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under
one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan
for family farmers or
fishermen

Chapter 13 - Voluntary repayment plan
for individuals with regular
income

**You should have an attorney review your
decision to file for bankruptcy and the choice of
chapter.**

Chapter 7: Liquidation

\$245 filing fee

\$78 administrative fee

+ \$15 trustee surcharge

\$338 total fee

Chapter 7 is for individuals who have financial
difficulty preventing them from paying their debts
and who are willing to allow their non-exempt
property to be used to pay their creditors. The
primary purpose of filing under chapter 7 is to have
your debts discharged. The bankruptcy discharge
relieves you after bankruptcy from having to pay
many of your pre-bankruptcy debts. Exceptions exist
for particular debts, and liens on property may still
be enforced after discharge. For example, a creditor
may have the right to foreclose a home mortgage or
repossess an automobile.

However, if the court finds that you have committed
certain kinds of improper conduct described in the
Bankruptcy Code, the court may deny your
discharge.

You should know that even if you file chapter 7 and
you receive a discharge, some debts are not
discharged under the law. Therefore, you may still
be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement
obligations;

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	\$1,167	filing fee
+	\$571	administrative fee
	\$1,738	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$78	administrative fee
	\$278	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$78	administrative fee
	\$313	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

domestic support obligations,

most student loans,

certain taxes,

debts for fraud or theft,

debts for fraud or defalcation while acting in a fiduciary capacity,

most criminal fines and restitution obligations,

certain debts that are not listed in your bankruptcy papers,

certain debts for acts that caused death or personal injury, and

certain long-term secured debts.

Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:
<http://www.uscourts.gov/forms/bankruptcy-forms>

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days *before* you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:
<http://www.uscourts.gov/services-forms/bankruptcy/credit-counseling-and-debtor-education-courses>.

In Alabama and North Carolina, go to:
<http://www.uscourts.gov/services-forms/bankruptcy/credit-counseling-and-debtor-education-courses>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

Fill in this information to identify your case:

Debtor 1 Leslie Klein

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number 2:23-bk-10990-SK
(if known)

☐ Check if this is an amended filing

Official Form 122B

Chapter 11 Statement of Your Current Monthly Income

12/21

You must file this form if you are an individual and are filing for bankruptcy under Chapter 11 (other than Subchapter V). If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known).

Part 1: Calculate Your Current Monthly Income

1. What is your marital and filing status? Check one only.

- ☐ Not married. Fill out Column A, lines 2-11.
- ☐ Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.
- ☒ Married and your spouse is NOT filing with you. Fill out Column A, lines 2-11.

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 0.00	\$
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ 0.00	\$
5. Net income from operating a business, profession, or farm		
Gross receipts (before all deductions)	\$ 2,000.00	
Ordinary and necessary operating expenses	-\$ 200.00	
Net monthly income from a business, profession, or farm	\$ 1,800.00	
	Copy here -> \$ 1,800.00	\$
6. Net income from rental and other real property		
Gross receipts (before all deductions)	\$ 12,500.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from rental or other real property	\$ 12,500.00	
	Copy here -> \$ 12,500.00	\$

Case number (if known) **2:23-bk-10990-SK**

Column B
Debtor 2

\$	0.00
<hr/>	
\$	0.00

For you	\$	0.00
For your spouse	\$	

\$ 0.00 \$

\$ _____	\$ _____
\$ 0.00	\$ _____
\$ 0.00	\$ _____

+ \$ 0.00 \$

\$ <u>14,300.00</u>	+ \$ _____	= \$ <u>14,300.00</u>
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Debtor 1 Leslie Klein

Case number (if known) 2:23-bk-10990-SK

Part 2: Sign Below

By signing here, under penalty of perjury I declare that the information on this statement and in any attachments is true and correct.

X

Leslie Klein

Leslie Klein
Signature of Debtor 1

Date

3/8/2023
MM/DD/YYYY

Debtor 1 **Leslie Klein**

Case number (if known) **2:23-bk-10990-SK**

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period 08/01/2022 to 01/31/2023.

Line 5 - Income from operation of a business, profession, or farm

Source of Income: **Leslie Klein & Associates, Inc.**

Income/Expense/Net by Month:

	Date	Income	Expense	Net
6 Months Ago:	08/2022	\$2,000.00	\$200.00	\$1,800.00
5 Months Ago:	09/2022	\$2,000.00	\$200.00	\$1,800.00
4 Months Ago:	10/2022	\$2,000.00	\$200.00	\$1,800.00
3 Months Ago:	11/2022	\$2,000.00	\$200.00	\$1,800.00
2 Months Ago:	12/2022	\$2,000.00	\$200.00	\$1,800.00
Last Month:	01/2023	\$2,000.00	\$200.00	\$1,800.00
Average per month:		\$2,000.00	\$200.00	
Average Monthly NET Income:				\$1,800.00

Line 6 - Rent and other real property income

Source of Income: **Rental Income from Highland**

Income/Expense/Net by Month:

	Date	Income	Expense	Net
6 Months Ago:	08/2022	\$4,000.00	\$0.00	\$4,000.00
5 Months Ago:	09/2022	\$4,000.00	\$0.00	\$4,000.00
4 Months Ago:	10/2022	\$4,000.00	\$0.00	\$4,000.00
3 Months Ago:	11/2022	\$4,000.00	\$0.00	\$4,000.00
2 Months Ago:	12/2022	\$4,000.00	\$0.00	\$4,000.00
Last Month:	01/2023	\$4,000.00	\$0.00	\$4,000.00
Average per month:		\$4,000.00	\$0.00	
Average Monthly NET Income:				\$4,000.00

Line 6 - Rent and other real property income

Source of Income: **Rental Income from Martel**

Income/Expense/Net by Month:

	Date	Income	Expense	Net
6 Months Ago:	08/2022	\$5,500.00	\$0.00	\$5,500.00
5 Months Ago:	09/2022	\$5,500.00	\$0.00	\$5,500.00
4 Months Ago:	10/2022	\$5,500.00	\$0.00	\$5,500.00
3 Months Ago:	11/2022	\$5,500.00	\$0.00	\$5,500.00
2 Months Ago:	12/2022	\$5,500.00	\$0.00	\$5,500.00
Last Month:	01/2023	\$5,500.00	\$0.00	\$5,500.00
Average per month:		\$5,500.00	\$0.00	
Average Monthly NET Income:				\$5,500.00

Debtor 1 **Leslie Klein**

Case number (if known) **2:23-bk-10990-SK**

Line 6 - Rent and other real property income

Source of Income: **Rental Income from Poinsettia**

Income/Expense/Net by Month:

	Date	Income	Expense	Net
6 Months Ago:	08/2022	\$3,000.00	\$0.00	\$3,000.00
5 Months Ago:	09/2022	\$3,000.00	\$0.00	\$3,000.00
4 Months Ago:	10/2022	\$3,000.00	\$0.00	\$3,000.00
3 Months Ago:	11/2022	\$3,000.00	\$0.00	\$3,000.00
2 Months Ago:	12/2022	\$3,000.00	\$0.00	\$3,000.00
Last Month:	01/2023	\$3,000.00	\$0.00	\$3,000.00
Average per month:		\$3,000.00	\$0.00	
Average Monthly NET Income:				\$3,000.00

Non-CMI - Social Security Act Income

Source of Income: **Social Security Income**

Income by Month:

6 Months Ago:	08/2022	\$3,333.00
5 Months Ago:	09/2022	\$3,333.00
4 Months Ago:	10/2022	\$3,333.00
3 Months Ago:	11/2022	\$3,333.00
2 Months Ago:	12/2022	\$3,333.00
Last Month:	01/2023	\$3,333.00
Average per month:		\$3,333.00

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Michael Jay Berger 9454 Wilshire Boulevard, 6th floor Beverly Hills, CA 90212 (310) 271-6223 Fax: (310) 271-9806 California State Bar Number: 100291 CA michael.berger@bankruptcypower.com <input type="checkbox"/> Debtor(s) appearing without an attorney <input checked="" type="checkbox"/> Attorney for Debtor	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: Leslie Klein Debtor(s).	CASE NO.: 2:23-bk-10990-SK CHAPTER: 11
	VERIFICATION OF MASTER MAILING LIST OF CREDITORS [LBR 1007-1(a)]

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of 4 sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

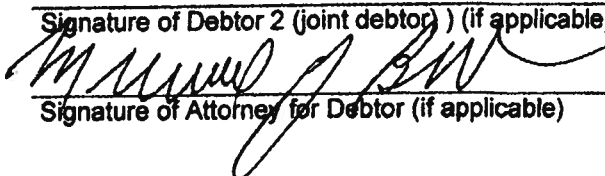
Date: 3/8/2023


Signature of Debtor 1

Date: _____

Signature of Debtor 2 (joint debtor) (if applicable)

Date: 3/8/2023


Signature of Attorney for Debtor (if applicable)

Leslie Klein
322 N. June Street
Los Angeles, CA 90001

Michael Jay Berger
Law Offices of Michael Jay Berger
9454 Wilshire Boulevard, 6th floor
Beverly Hills, CA 90212

Andor Gestetner
c/o Law Offices of Jacob Unger
5404 Whitsett Ave Ste. 182
Valley Village, CA 91607

Bank of America
Attn: Bankruptcy
4909 Savarese Circle
Tampa, FL 33634

Barclays Bank Delaware
Attn: Bankruptcy
Po Box 8801
Wilmington, DE 19899

California Bank & Trust
Po Box 711510
Santee, CA 92072

CCO Mortgage Corp.
Attn: Bankruptcy
10561 Telegraph Rd
Glen Allen, VA 23059

Chase Card Services
Attn: Bankruptcy
P.O. 15298
Wilmington, DE 19850

Chase Card Services
Attn: Bankruptcy
Po Box 15298
Wilmington, DE 19850

Chase Doe
143 S. Highland Drive
Los Angeles, CA 90036

Chase Mortgage
BK Department
Mail Code LA4 5555 700 Kansas Ln
Monroe, LA 71203

Citibank
Attn: Bankruptcy
P.O. Box 790034
St Louis, MO 63179

Ericka and Joseph Vago
c/o Brian Procel
Procel Law
401 Wilshire Blvd., 12th Floor
Santa Monica, CA 90401

Ericka and Joseph Vago
124 N. Highland Ave
Sherman Oaks, CA 91423

Fay Servicing LLC
Attn: Bankruptcy Dept
Po Box 809441
Chicago, IL 60680

Fiore Racobs & Powers
c/o Palm Springs Country Club HOA
6820 Indiana Ave., Ste 140
6820 Indiana Ave., Ste 140
Riverside, CA 92506

Franklin H. Menlo Irrevocable Trust
c/o Willkie Farr & Gallagher LLP
Attn: Alex M. Weingarten, Esq.
2029 Century Park East, Suite 3400
Los Angeles, CA 90067

Gestetner Charitable Remainder Trust
c/o Andor Gestetner
1425 55th Street
Brooklyn, NY 11219

Jacob Rummitz
315 N. Martel Avenue
Los Angeles, CA 90036

Jeffrey Siegel, Successor Trustee
of the Hubert Scott Trust
c/o Oldman, Cooley, Sallus
16133 Ventura Blvd., Penthouse Suite
Encino, CA 91436-2408

Leslie Klein & Associates, Inc.
c/o Parker Milliken
555 Flower Street
Los Angeles, CA 90071

Los Angeles County Tax Collector
Bankruptcy Unit
PO Box 54110
Los Angeles, CA 90054-0027

Mrc/united Wholesale M
Attn: Bankruptcy
P. O. Box 619098
Dallas, TX 75261

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Encino, CA 91436-2408

Sandra Layton
161 N. Poinsettia Place
Los Angeles, CA 90036

Selene Finance
Attn: Bankruptcy
Po Box 8619
Philadelphia, PA 19101

Shellpoint Mortgage Servicing
Attn: Bankruptcy
Po Box 10826
Greenville, SC 29603

Toyota Financial Services
Attn: Bankruptcy
Po Box 259001
Plano, TX 75025

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 17701 Cowan, Bldg. D., Suite 210, Irvine, CA 92614

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION AND MOTION TO DISALLOW DEBTOR'S CLAIM OF HOMESTEAD EXEMPTION PURSUANT TO 11 U.S.C. § 522(g); DECLARATION OF ERICA VAGO AND REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF SAME** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) April 11, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) April 11, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL

(*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) April 11, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

- The Honorable Sandra R. Klein, USBC, 255 E. Temple Street, Ctrm 1575, Los Angeles, CA 90012

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 11, 2023 Susan C. Stein
Date *Printed Name*

/s/Susan C. Stein
Signature

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Mailing Information for Case 2:23-bk-10990-SK

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- **Reem J Bello** rbello@goeforlaw.com, kmurphy@goeforlaw.com
- **Michael Jay Berger** michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforuptcy.com
- **Greg P Campbell** ch11ecf@aldridgepite.com, gc@ecf.inforuptcy.com; gcampbell@aldridgepite.com
- **Theron S Covey** tcovey@raslg.com, sferry@raslg.com
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- **Michael Jones** michael.jones4@usdoj.gov
- **Ron Maroko** ron.maroko@usdoj.gov
- **Joshua L Scheer** jscheer@scheerlawgroup.com, jscheer@ecf.courtdrive.com
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- **Alan G Tippie** Alan.Tippie@gmlaw.com, atippie@ecf.courtdrive.com; Karen.Files@gmlaw.com, patricia.dillamar@gmlaw.com, denise.walker@gmlaw.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Michael L Wachtell** mwachtell@buchalter.com
- **John P. Ward** jward@attleseystorm.com, ezhang@attleseystorm.com
- **Clarisse Young** youngshumaker@smcounsel.com, levern@smcounsel.com
- **Paul P Young** paul@cym.law, jaclyn@cym.law

In re Leslie Klein
2:23-bk-10990-SK

Debtor
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322 N June Street
Los Angeles, CA 90004-1042

United States Trustee (LA)
915 Wilshire Blvd, Ste. 1850
Los Angeles, CA 90017-3560

Trustee
Mark M Sharf (TR)
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Los Angeles, CA 90045-1540

Debtor's Counsel
Michael Jay Berger
9454 Wilshire Blvd, 6th Fl
Beverly Hills, CA 90212-2980

CREDITORS

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c/o Law Offices of Jacob Unger
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Valley Village, CA 91607-1615

Bank of America
Attn: Bankruptcy
4909 Savarsee Circle
Tampa, FL 33634-2413

Bank of America, N.A.
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Dallas, TX 75267-3033

Barclays Bank Delaware
Attn: Bankruptcy
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Wilmington, DE 19899-8801

CCO Mortgage Corp
10561 Telegraph Rd
Glen Allen, VA 23059-4577

California Bank & Trust
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Santee, CA 92072-1510

JPMorgan Chase Bank, N.A.
Bankruptcy Mail Intake Team
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Monroe, LA 71203-4774

Chase Doe
143 S Highland Drive
Los Angeles, CA 90036-3028

Chase Mortgage
BK Department / Mail Code LA4 5555
700 Kansas Lane
Monroe, LA 71203

Citibank
Attn: Bankruptcy
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St Louis, MO 63179-0034

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Erica and Joseph Vago
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Fay Servicing LLC
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Dallas, TX 75381-4609

Fiore Racobs and Powers
Attn Erin A Maloney
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Riverside, CA 92506-4261

First Amended Wendriger Family Trust
c/o Shumaker Mallory LLP
Clarisse Young Shumaker
280 S Beverly Dr, Suite 505
Beverly Hills, CA 90212-3908

Franklin H. Menlo Irrevocable Trust
c/o Wilkie Farr & Gallagher LLP
Attn: Alex M Weingarten, Esq.
2029 Century Park East, Ste 3400
Los Angeles, CA 90067-3020

Franklin H. Menlo, Trustee
Paul P Young
c/o Chora Young & Manasser
650 Sierra Madre Villa Ave, Ste 304
Pasadena, CA 91107-2071

Gestetner Charitable Remainder Trust
c/o Andor Gestatner
1425 55th Street
Brooklyn, NY 11219

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

JPMorgan Chase Bank, N.A.
s/b/m/t Chase Bank USA, N.A.
c/o National Bankruptcy Services LLC
PO Box 9013
Addison, TX 75001-9013

Jacob Rummitz
315 N Martel Avenue
Los Angeles, Ca 90036-2515

Jeffrey Siegel, Successor Trustee
Of the Hubert Scott Trust
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Los Angeles County Treasurer/Tax
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c/o Toyota Motor Credit Corporation
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Addison, TX 75001-9013

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& Pa
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